



MOLINE CITY COUNCIL AGENDA

Tuesday, August 13, 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 August 6, 2013

1. Council Bill/Special Ordinance 4028-2013

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 Color Me Rad 5K scheduled for Saturday, August 24, 2013.

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

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Special Ordinance 4029-2013

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 Ericsson School Celebrate Education Parade scheduled for Friday, September 6, 2013.

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

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Special Ordinance 4030-2013

A Special Ordinance declaring the City-owned property at 1224 18th Street Moline 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 property to Moline Community Development Corporation, an Illinois Not-For-Profit Corporation.

EXPLANATION: One of the stated goals of the Moline Community Development Corporation (hereinafter "MCDC") is to provide quality housing and to foster neighborhood improvement. The City of Moline acquired an abandoned single-family residence at 1224 18th Street, Moline, Illinois, and will

sell the property to the MCDC for \$1.00. The sale of this property will lower the City's property maintenance expenses and increase the property tax base in the future.

FISCAL IMPACT: Lower property maintenance expenses and increase the property tax base

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

4. Council Bill/Special Ordinance 4031-2013

An Ordinance granting a Permanent Utility Easement at the Bluffs at Case Creek Development site on Tax Parcels BH 64, BH 64-C, BH68; and authorizing the Mayor and City Clerk to execute said Easement.

EXPLANATION: Approval of this ordinance will establish a permanent utility easement at the Bluffs of Case Creek project development site for use by the City of Moline, the Village of Milan, and private utilities as indicated on the attached deed of dedication and plat.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by Planning Department

RESOLUTIONS

5. Council Bill/Resolution 1117-2013

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with East Moline Congregation of Jehovah's Witnesses to allow a retaining wall to be placed on right-of-way at 7002 John Deere Parkway, Moline.

EXPLANATION: The East Moline Congregation of Jehovah's Witnesses is seeking approval of a Licensing Agreement to allow a retaining wall to be placed on right-of-way at 7002 John Deere Parkway. The retaining wall is two to three feet high and runs along the inside of the recently installed public sidewalk. City Engineering Staff have approved the placement of the retaining wall.

FISCAL IMPACT: \$30 annual fee to the City

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1118-2013

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with Homewood Evangelical Free Church to allow a sign to be placed on right-of-way at 3303 60th Street, Moline.

EXPLANATION: The Homewood Evangelical Free Church is seeking approval of a Licensing Agreement to allow a sign to be placed on right-of-way at 3303 60th Street, Moline. The 60th Street right of way is very wide at this location so areas which seem like private yards are actually 60th Street right of way. The sign is proposed to be 36 square feet in size and 12 feet tall. The eastern edge of the sign will be 22 feet beyond the property line and on 60th Street right of way. The City's Plan Commission has approved a sign variance to allow the sign to be placed at this location. However, a licensing agreement is also required in conjunction with the sign variance.

FISCAL IMPACT: \$30 annual fee to the City

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1119-2013

A Resolution approving the Final Plat of Wendt Manor Addition (Michael & Pamela Wendt, 3400 14th Street).

EXPLANATION: This resolution will create a new residential dwelling lot from a larger tract, and will also accommodate a transfer of property from an adjoining lot.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by developer

8. Council Bill/Resolution 1120-2013

A Resolution authorizing the Utilities General Manager to accept a professional services proposal from True North Consultants, Inc., to conduct the Phase II Environmental Site Assessment that is required for the North Slope Wastewater Treatment Plant Improvements Project. The proposal includes a base amount of \$28,008.00 and specific unit prices for added scope work, should such work be required.

EXPLANATION: A Phase II Environmental Site Assessment is required for the North Slope Wastewater Treatment Plant Improvements Project. True North Consultants, Inc., submitted a professional services proposal that will meet the City's needs and requirements in an efficient and cost-effective manner.

FISCAL IMPACT: Sufficient funds are available in WPC Capital Replacement Reserves.

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/Resolution 1121-2013

A Resolution authorizing the Mayor and City Clerk to execute the Second Amendment to the existing Site License Agreement with AT&T, which allows for the installation of certain cellular antenna equipment at the City's 17th Avenue elevated tank site.

EXPLANATION: City staff has found the proposed equipment arrangement, associated documentation and Site License Agreement Amendment to be acceptable. The new AT&T equipment will provide enhanced cell phone service to members of our community and the Site License fees will compensate the City for the use of its elevated water tank site.

FISCAL IMPACT: The Second Amendment to the Site License Agreement will provide \$3,600.00 in additional annual revenue to the Water Fund.

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/Resolution 1122-2013

A Resolution amending Council Bill 1129-2012 by extending the due diligence period in the Term Sheet for the City of Moline to negotiate exclusively with IDP Illinois Acquisition Company, LLC, regarding the purchase and redevelopment of Moline Place Phase II/Hawk Hollow Redevelopment Project Area to September 30, 2013.

EXPLANATION: IDP Illinois Acquisition Company, LLC ("IDP"), and the City of Moline, Illinois, entered into a term sheet to purchase 16.2 acres of land owned by the City known as Hawk Hollow Redevelopment Project Area to construct a senior housing development consisting of independent living units, assisted living quarters, and a nursing home facility. The development would be higher end quality residential units for affluent seniors. IDP is seeking an extension to the existing due diligence period in the term sheet to September 30, 2013.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

11. Council Bill/Resolution 1123-2013

A Resolution amending Resolution 1259-2012 by allocating \$39,286.00 in additional 2013 Community Development Block Grant (CDBG) funds as awarded by the Department of Housing and Urban Development (HUD) to the Alley Cat Boxing Club, Casa Guanajuato Quad Cities, Project Now Senior Center, and Salvation Army Family Emergency Assistance program; and amending Resolution 1259-2012 by reallocating \$294,384.43 of 2012 CDBG funds to the following activities: Neighborhood Abatement, Program CDBG Administration, Sidewalk Program, Code Compliance Program, Community Housing Services (CHS) Program, and CHS Service Delivery; and authorizing the Mayor to implement the above-mentioned projects, programs, and activities upon HUD's approval of the City's substantial amendment to its 2013 Consolidated Action Plan and to exercise any and all powers required to obtain such funding and to implement said projects, programs, and activities as set out in Exhibit "A."

EXPLANATION: The City of Moline received an additional \$39,286.00 in 2013 CDBG funding beyond what was originally included in the City’s FY 2013 budget. These funds need to be allocated to eligible CDBG activities. Additionally, the City had unspent CDBG funds from program year 2012 that also need to be reallocated to eligible activities. The Citizens Advisory Council on Urban Policy (CACUP) held their annual CDBG allocation meeting on Monday, July 29, 2013 and made recommendations for the allocation and reallocation of the above-mentioned funds.

FISCAL IMPACT: Receipt of \$39,286.00 in additional grant funds.

PUBLIC NOTICE/RECORDING: N/A

12. Council Bill/Resolution 1124-2013

A Resolution authorizing the Mayor and City Clerk to establish a Public Hearing date for Tuesday, October 1, 2013, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the Quad Cities Station Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

EXPLANATION: The public hearing for the Quad Cities Station Redevelopment Project Area has been scheduled for Tuesday, October 1, 2013, at 6:45 p.m. in the Moline City Council Chambers.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Notice will be published in the *Moline Dispatch*

13. Council Bill/Resolution 1125-2013

A Resolution authorizing the Mayor and City Clerk to establish a Public Hearing date for Tuesday, October 1, 2013, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the Quad Cities Station Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

EXPLANATION: The public hearing for the Quad Cities Station Redevelopment Project Area has been scheduled for Tuesday, October 1, 2013, at 6:45 p.m. in the Moline City Council Chambers.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Notice will be published in the *Moline Dispatch*

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

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTIONS

14. Council Bill/Resolution 1126-2013

A Resolution authorizing the Utilities General Manager to execute a Sponsored Research Agreement with the University of Illinois in the amount of \$88,952.00, to conduct a one year water treatment optimization study.

EXPLANATION: The ultimate goal of the water treatment optimization study is to identify potential changes and enhancements that will further optimize treatment efficiency and finished water quality.

The University of Illinois Department of Civil and Environmental Engineering is eminently qualified to provide the professional and technical services to perform the required research to accomplish this goal.

FISCAL IMPACT: Sufficient funds are available in Water Fund Reserves.

PUBLIC NOTICE/RECORDING: N/A

1126-2013		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Mayor Raes		

15. Council Bill/Resolution 1127-2013

A Resolution considering all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning “Chapter I – Administration,” and “Chapter V – Applications for Original Appointment – Fire,” and “Chapter VI – Examinations for Original Appointment – Fire,” and “Chapter VII – Promotions – Fire,” and approving same as an exercise of the City’s Home Rule Powers.

1127-2013		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Mayor Raes		

EXPLANATION: The Board of Fire and Police Commissioners (Board) approved changes to its Rules and Regulations at its August 5, 2013 meeting. Said changes bring the Board and the City in compliance with state statute and correct minor inaccuracies throughout the Rules and Regulations. Additional documentation is attached.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Newspaper Publication

16. Council Bill/Resolution 1128-2013

A Resolution authorizing the Bi-State Regional Planning Commission, to prepare and submit an Illinois Transportation Enhancement Program(ITEP) grant application for replacement of the Sylvan Island Bridge, Moline, Illinois

1128-2013		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Mayor Raes		

EXPLANATION: Council identified Sylvan Island Pedestrian Bridge Replacement as a Top Priority during 2013-14 goal setting. This bridge provides the only public access to Sylvan Island. The replacement of Sylvan Island Bridge qualifies for the Illinois Transportation Enhancement Program (ITEP) grant. ITEP requires a 20 percent local match. Grant applications are due on Tuesday, August 20, 2013.

FISCAL IMPACT: 20% local match

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCES

17. Council Bill/General Ordinance 3022-2013

An Ordinance authorizing the establishment of the Quad Cities Station and Riverbend Commons Tax Increment Financing District “Interested Parties” Registries and adopting registration rules for such registries.

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

EXPLANATION: Pursuant to Section 11-74.4-4.2 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 – 74.4-1, et seq. (the “Act”), the City is required to establish certain “interested parties” registries and adopt registration rules for such registries; and the City desires to adopt this ordinance in order to comply with such requirements of the Act. **CONSIDERATION REQUESTED.**

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication

18. Council Bill/Special Ordinance 4032-2013

A Special Ordinance authorizing the Mayor and City Clerk to execute a temporary construction easement to the State of Illinois Department of Transportation (IDOT) for a three-year period over City-owned property located at 3620 38th Avenue, Moline, in exchange for IDOT’s payment of \$14,326.00 to the City.

3022-2013		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Mayor Raes		

EXPLANATION: In 2005, the City purchased 3620 38th Avenue (former CCI property) for IDOT's future purchase and use in conjunction with its John Deere Road Reconstruction project. IDOT no longer needs to purchase this parcel from the City, but would like to place a temporary construction easement over a portion of the property for a period of three years. IDOT will compensate the City in the amount of \$14,326.00, which is the value set forth in IDOT's appraisal.

FISCAL IMPACT: \$14,326.00 to the General Fund

PUBLIC NOTICE/RECORDING: N/A

19. Council Bill/Special Ordinance 4033-2013

A Special Ordinance declaring the City-owned property at 3751 40th Avenue, Moline, to be surplus; and authorizing the Mayor and City Clerk to execute documents necessary to sell and convey the property located at 3751 40th Avenue, Moline, to the State of Illinois Department of Transportation for the sum of the property's appraised value of \$79,575.00; and authorizing City staff to do all things necessary to complete the sale and conveyance of said property.

EXPLANATION: The Illinois Department of Transportation (IDOT) seeks to purchase City-owned property located at 3751 40th Avenue, Moline, to facilitate IDOT's John Deere Road Reconstruction project. The City purchased this property for IDOT in 2005 knowing that IDOT would need it for the John Deere Road Project and reconstruction of 38th Street. IDOT has offered to pay the City the property's appraised value of \$79,575.00.

FISCAL IMPACT: \$79,575.00 to the General Fund

PUBLIC NOTICE/RECORDING: N/A

20. Council Bill/Special Ordinance 4034-2013

A Special Ordinance declaring the City-owned property at 511 21st Street, Moline, to be surplus; and authorizing the Mayor and City Clerk to execute documents necessary to sell and convey the property located at 511 21st Street, Moline, to the State of Illinois Department of Transportation for the sum of the property's appraised value of \$3,578.00; and authorizing City staff to do all things necessary to complete the sale and conveyance of said property.

EXPLANATION: The Illinois Department of Transportation (IDOT) seeks to purchase City-owned property located at 511 21st Street, Moline, to facilitate IDOT's I-74 Bridge Construction project. IDOT has offered to pay the City the property's appraised value of \$3,578.00.

FISCAL IMPACT: \$3,578.00 to the General Fund

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/Special Ordinance No.: 4028-2013
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 Color Me Rad 5K scheduled for Saturday, August 24, 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, August 24, 2013, from 8:00 a.m. to 1:00 p.m.

All lanes of River Drive from the westernmost side of 12th Street to the easternmost side of 34th Street
The southbound lane of 34th Street from the northernmost side of River Drive
to the southernmost side of University Drive
All lanes of University Drive from the southbound lane of 34th Street
to the northernmost side of River Drive

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

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/Ordinance No.: 4029-2013

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 Ericsson School Celebrate Education Parade scheduled for Friday, September 6, 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:

Friday, September 6, 2013 from 9:00 a.m. to 10:00 a.m.

All lanes of 4th Avenue from the easternmost side of 3rd Street to the westernmost side of 12th Street,
All lanes of 4th Street from the northernmost side of 4th Avenue to the northernmost side of 5th Avenue.

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

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/ Special Ordinance No. 4030-2013

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the City-owned property at 1224 18th Street, Moline, 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 property to Moline Community
Development Corporation, an Illinois Not-For-Profit Corporation.

WHEREAS, one of the stated goals of the Moline Community Development Corporation (hereinafter "MCDC") is to provide quality housing and to foster neighborhood improvement; and

WHEREAS, the City of Moline acquired an abandoned single-family residence at 1224 18th Street, Moline, Illinois, and will sell the property to the MCDC for \$1.00; 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 1224 18th Street, Moline is declared as surplus.

Section 2 - That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, an Agreement for Sale of Real Estate concerning 1224 18th Street, Moline, Illinois, with the Moline Community Development Corporation, an Illinois Not-For-Profit Corporation (MCDC), and do all things necessary to convey said property to MCDC in return for payment of \$1.00, 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: August 6, 2013

Approved: August 13, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between, **MOLINE COMMUNITY DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation (hereinafter "**Buyer**"), located in Moline, Illinois, and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Seller**"), 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 1224 18th 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 Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of **One and No/100ths Dollars (\$1.00)** (hereinafter "Purchase Price") payable to Seller at time of closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before **the 30th day of August, 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 Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Buyer shall take possession of the property at closing.

Sec. 3. CONVEYANCE OF PROPERTY

(a) Form of Deed. At Closing, Seller shall deliver a special Quit Claim Deed ("Deed") in the name of the Buyer to Buyer conveying Seller's interests and title together with such other documents that may be required to record the deed and transfer personal property.

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



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

(b) Proration of Taxes and Adjustments. There shall be no proration of taxes as the Property is currently tax exempt; and 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, if necessary.

Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.

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

(e) Special Assessments. 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.

Sec. 4. 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.

Sec. 5. 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. 6. 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. 7. 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. 8. 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. 9. 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 August 30, 2013. If not so approved by the Seller, through its City Council, by August 13, 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, **Moline Community Development Corporation**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this 24th day of July, 2013.

By:

William Steinbauer
Name: Wm. Steinbauer
Its: Board President

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

On this 24th day of July, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared William Steinhauer, to me personally known, who, being by me duly sworn, did say that he is the Board President of the Moline Community Development Corporation, executing the within and foregoing instrument to which this is attached; that said instrument was signed and delivered as the free and voluntary act of said corporation, and caused the corporate seal of the said corporation to be affixed thereto, pursuant to authority give by the Board of Directors of said Corporation as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

(seal)



Amy J Saunders
NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 2013.

City of Moline (Seller)

Attest:

Scott 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 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

THAT PART OF LOT NUMBER ONE (1) ASSESSOR'S PLAT FOR A.D. 1861 IN THE NORTH EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION NUMBER FIVE (5) IN TOWNSHIP NUMBER SEVENTEEN (17) NORTH, RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A WOOD STAKE IN THE EAST LINE OF EIGHTEENTH STREET IN THE CITY OF MOLINE ONE HUNDRED SIX AND EIGHTEEN ONE-HUNDREDTHS (106.18) FEET SOUTH OF THE SOUTH LINE OF TWELFTH AVENUE IN SAID CITY (THE INTERSECTION OF THE SOUTH LINE OF TWELFTH AVENUE AND THE EAST LINE OF EIGHTEENTH STREET BEING FIVE (5) CHAINS AND TWENTY ONE (21) LINKS WEST OF THE EAST LINE OF SAID SECTION NUMBER FIVE (5));

THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID EIGHTEENTH STREET FORTY FOUR (44) FEET TO A WOOD STAKE; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TWELFTH AVENUE SIXTY TWO AND ONE HALF (62 ½) FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID EIGHTEENTH STREET FORTY FOUR (44) FEET; THENCE WEST SIXTY TWO AND ONE HALF (62 ½) FEET TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

A SPECIAL ORDINANCE

GRANTING a Permanent Utility Easement at the Bluffs at Case Creek Development site on Tax Parcels BH 64, BH 64-C, BH68; and

AUTHORIZING the Mayor and City Clerk to execute said Easement.

WHEREAS, the City of Moline, the Village of Milan, and private utilities would use and benefit from a permanent utility easement at the Bluffs at Case Creek development site; and

WHEREAS, the City of Moline is desirous of dedicating and accepting said permanent utility easement.

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

Section 1 - That the City hereby grants, conveys, establishes, and accepts a permanent utility easement as described in Exhibit "A".

Section 2 - That said easement shall be described as in Exhibit "A".

Section 3 - That the Mayor and City Clerk are hereby authorized to execute on behalf of the City of Moline, a permanent utility easement; provided said instrument 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 4 - That this ordinance shall be in full force and effect from and after passage, approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

City of Moline
Case Creek Development
TAX PARCEL NO. **BH 64, BH 64-C, BH 68**

DEED OF DEDICATION

The Grantor, **THE CITY OF MOLINE, ILLINOIS**, hereby grants, conveys, warrants and dedicates to the Grantee, **THE CITY OF MOLINE, ILLINOIS**, a municipal corporation organized under the laws of the State of Illinois and situated in Rock Island County, Illinois, the following described real estate:

LEGAL DESCRIPTION AND PLAT ATTACHED

Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

A PERMANENT UTILITY EASEMENT is hereby dedicated for the use of the City of Moline, the Village of Milan and private utilities, as indicated on the attached plat and marked Utility Easement to install, lay, construct, renew, operate and maintain drainage ways, drainage structures, gas, water, sewer pipes, conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other appliances for the purposes of serving the property and other property with gas, water, sewer, electric and telephone service to serve adjacent lots, together with the right to enter upon the property dedicated as a utility easement at all times to lay, construct, renew, operate and maintain said gas, water and sewer pipes, conduits, cables, poles, wires, braces, guys, anchors and other appliances, and to trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with said public utility equipment. The City of Moline hereby reserves the right to specify the location of any future utilities.

Said real estate is conveyed and dedicated to and accepted by the Mayor of the City of Moline, Illinois, for and on behalf of said City, pursuant to authority vested in him by Special Ordinance No. _____.

Dated this _____ day of _____, 2013.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

J. Scott Raes, Mayor

By: _____
J. Scott Raes, Mayor

City Clerk

Attest: _____
City Clerk

Approved as to form:

Return to Grantee's Address
City of Moline
619 – 16th Street
Moline, IL 61265

Maureen Riggs, City Attorney

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

I, _____, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **J. Scott Raes**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this _____ day of _____, 2013, in person and acknowledged that they signed, and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notorial seal this _____ day of _____, A.D. 2013.

NOTARY PUBLIC

(Seal)

“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”

Date

Grantor, Grantee or Representative

UTILITY EASEMENT

That part of the following description which falls within the Corporate Limits of the City of Moline, shown on the attached Utility Easement Plat as Exhibit "A".

Part of the Northeast Quarter of the Southwest Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 1 West of the 4th Principal Meridian, in the County of Rock Island, State of Illinois, more particularly described as follows:

Commencing at the southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 30;

Thence South 88 degrees 34 minutes 14 seconds East along the south line of the Northeast Quarter of the Southwest Quarter of said Section 30, a distance of 697.86 feet to the northeasterly right of way line of Knoxville Road;

Thence northwesterly 230.53 feet along said northeasterly right of way line and the arc of a curve to the left, not tangent to the last described course, having a radius of 859.03 feet, a chord bearing of North 37 degrees 14 minutes 44 seconds West, and a chord distance of 229.84 feet to the **Point of Beginning**;

Thence continuing northwesterly 113.09 feet along said northeasterly right of way line and the arc of a curve to the left having a radius of 859.03 feet, a chord bearing of North 48 degrees 42 minutes 18 seconds West, and a chord distance of 113.01 feet;

Thence North 41 degrees 00 minutes 27 seconds East, a distance of 479.21 feet;

Thence South 55 degrees 28 minutes 54 seconds East, a distance of 128.83 feet;

Thence easterly 157.35 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 260.00 feet, a chord bearing of South 72 degrees 49 minutes 12 seconds East, and a chord distance of 154.96 feet;

Thence North 06 degrees 53 minutes 28 seconds West, a distance of 182.27 feet;

Thence North 74 degrees 03 minutes 57 seconds East, a distance of 79.04 feet;

Thence North 25 degrees 18 minutes 37 seconds East, a distance of 75.16 feet;

Thence North 13 degrees 37 minutes 17 seconds West, a distance of 86.88 feet;

Thence North 40 degrees 57 minutes 52 seconds West, a distance of 106.45 feet;

Thence North 13 degrees 22 minutes 54 seconds West, a distance of 142.94 feet;

Thence North 29 degrees 59 minutes 47 seconds West, a distance of 58.96 feet;

Thence North 07 degrees 33 minutes 09 seconds West, a distance of 178.48 feet to the north line of the northeast quarter of the southwest quarter of said Section 30;

Thence South 88 degrees 27 minutes 51 seconds East along said north line, a distance of 40.01 feet;

Thence South 07 degrees 33 minutes 09 seconds East, a distance of 164.30 feet;

Thence South 29 degrees 59 minutes 47 seconds East, a distance of 56.86 feet;

Thence South 13 degrees 22 minutes 54 seconds East, a distance of 138.96 feet;

Thence South 40 degrees 57 minutes 52 seconds East, a distance of 106.37 feet;

Thence South 13 degrees 37 minutes 17 seconds East, a distance of 110.74 feet;

Thence South 25 degrees 18 minutes 37 seconds West, a distance of 107.42 feet;

Thence South 74 degrees 03 minutes 57 seconds West, a distance of 63.02 feet;

Thence South 06 degrees 53 minutes 28 seconds East, a distance of 149.75 feet;

Thence northeasterly 313.91 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 260.00 feet, a chord bearing of North 46 degrees 25 minutes 29 seconds East, and a chord distance of 295.19 feet;

Thence northerly 12.76 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 460.00 feet, a chord bearing of North 11 degrees 02 minutes 30 seconds East, and a chord distance of 12.76 feet;

Thence South 72 degrees 07 minutes 54 seconds East, a distance of 192.95 feet;

Thence easterly 210.01 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 210.00 feet, a chord bearing of North 79 degrees 13 minutes 13 seconds East, and a chord distance of 201.37 feet;

Thence North 50 degrees 37 minutes 19 seconds East, a distance of 100.00 feet;

Thence northeasterly 176.79 feet along the arc of a curve to the right, not tangent to the last described course, having a radius of 440.00 feet, a chord bearing of North 62 degrees 04 minutes 58 seconds East, and a chord distance of 175.61 feet;

Thence South 10 degrees 31 minutes 45 seconds East, a distance of 493.82 feet;

Thence South 33 degrees 43 minutes 05 seconds East, a distance of 107.72 feet;

Thence South 23 degrees 03 minutes 06 seconds East, a distance of 35.87 feet;

Thence South 51 degrees 48 minutes 06 seconds East, a distance of 66.89 feet;

Thence South 00 degrees 41 minutes 54 seconds West, a distance of 5.00 feet;

Thence South 89 degrees 18 minutes 06 seconds East, a distance of 254.55 feet;

Thence South 11 degrees 48 minutes 06 seconds East, a distance of 189.00 feet;

Thence South 89 degrees 18 minutes 06 seconds East, a distance of 228.27 feet to the east line of the northwest quarter of the southeast quarter of said Section 30;

Thence South 00 degrees 33 minutes 15 seconds West along said east line, a distance of 30.00 feet to the southeast corner of the northwest quarter of the southeast quarter of said Section 30;

Thence North 89 degrees 18 minutes 06 seconds West along the south line of the northwest quarter of the southeast quarter of said Section 30, a distance of 262.67 feet;

Thence North 11 degrees 48 minutes 06 seconds West, a distance of 178.76 feet;

Thence North 89 degrees 18 minutes 06 seconds West, a distance of 301.66 feet;

Thence North 00 degrees 41 minutes 54 seconds East, a distance of 45.81 feet;

Thence North 23 degrees 03 minutes 06 seconds West, a distance of 58.13 feet;

Thence North 37 degrees 30 minutes 46 seconds West, a distance of 108.38 feet;

Thence North 10 degrees 31 minutes 45 seconds West, a distance of 411.41 feet;

Thence South 56 degrees 14 minutes 42 seconds West, a distance of 186.65 feet;

Thence westerly 290.00 feet along the arc of a curve to the right having a radius of 290.00 feet, a chord bearing of South 79 degrees 13 minutes 13 seconds West, and a chord distance of 278.07 feet;

Thence North 72 degrees 07 minutes 54 seconds West, a distance of 106.09 feet;

Thence South 34 degrees 08 minutes 03 seconds West, a distance of 143.87 feet;

Thence South 51 degrees 21 minutes 07 seconds West, a distance of 87.92 feet;

Thence South 78 degrees 40 minutes 00 seconds West, a distance of 137.04 feet;

Thence North 85 degrees 43 minutes 16 seconds West, a distance of 146.63 feet;

Thence North 60 degrees 37 minutes 27 seconds West, a distance of 87.74 feet;

Thence South 78 degrees 16 minutes 14 seconds West, a distance of 52.73 feet;

Thence South 40 degrees 56 minutes 54 seconds West, a distance of 365.45 feet to the Point of Beginning.

The above described parcel contains 250480 square feet or 5.750 acres, more or less as shown by the attached Utility Easement Plat as Exhibit "A".

For the purpose of this description North is based on the Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (1997 Adjustment).

Council Bill/Resolution No. 1117-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with East Moline Congregation of Jehovah's Witnesses to allow a retaining wall to be placed on right-of-way at 7002 John Deere Parkway, Moline.

WHEREAS, East Moline Congregation of Jehovah's Witnesses wishes to allow a retaining wall to be placed on right-of-way at 7002 John Deere Parkway, Moline; and

WHEREAS, the placement of the retaining wall on right-of-way should not pose any hazards to motorists or pedestrians; and

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 East Moline Congregation of Jehovah's Witnesses, a Licensing Agreement with East Moline Congregation of Jehovah's Witnesses to allow a retaining wall to be placed on right-of-way at 7002 John Deere Parkway; 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

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit "A"

LICENSEE: East Moline Congregation of Jehovah's Witnesses – 7002 John Deere Parkway, Moline, IL 61265

LICENSING AGREEMENT

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

The LICENSEE is East Moline Congregation of Jehovah's Witnesses, 7002 John Deere Parkway, Moline, IL 61265, hereinafter called the LICENSEE.

PREMISES: The southern 2 feet of John Deere Parkway right of way adjacent to 7002 John Deere Parkway, as depicted in greater detail on the attached Exhibit "B".

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

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install a retaining wall 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 August 13, 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: _____
Licensee

Date: _____

CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit "B"



EXHIBIT "B"

UTILITY MH,
RIM=617.28

STMH
RIM=615.95
INV=612.45(NE)
INV=610.65(N)
INV=610.45(S)

© 13.84% W/RESTRAINED JOINT

OUTLET STRUCTURE
SEE DETAIL SHEET 2

Location of Wall

UG FIBER OPTIC
MARKER

4' SIDEWALK

8 LF OF 12" PVC STORM
© 2.00%

DETENTION BASIN

12" FES
INV = 621.50

INV = 622.50

42 LF OF 6" CORRUGATED
POLYETHYLENE PIPE © 0.5%

60 LF OF 6" CORRUGATED
POLYETHYLENE PIPE © 0.5%

CLEANOUT
RIM=626.20
INV=622.71

CLEANOUT
RIM=626.92
INV=623.00

4" WIDE PAINT
MARKINGS, TYP

CONNECT ROOF DRAINS
TO 6" CORRUGATED
POLYETHYLENE PIPE, TYP.

104 LF OF 6" CORRUGATED
POLYETHYLENE
PIPE © 1.0%

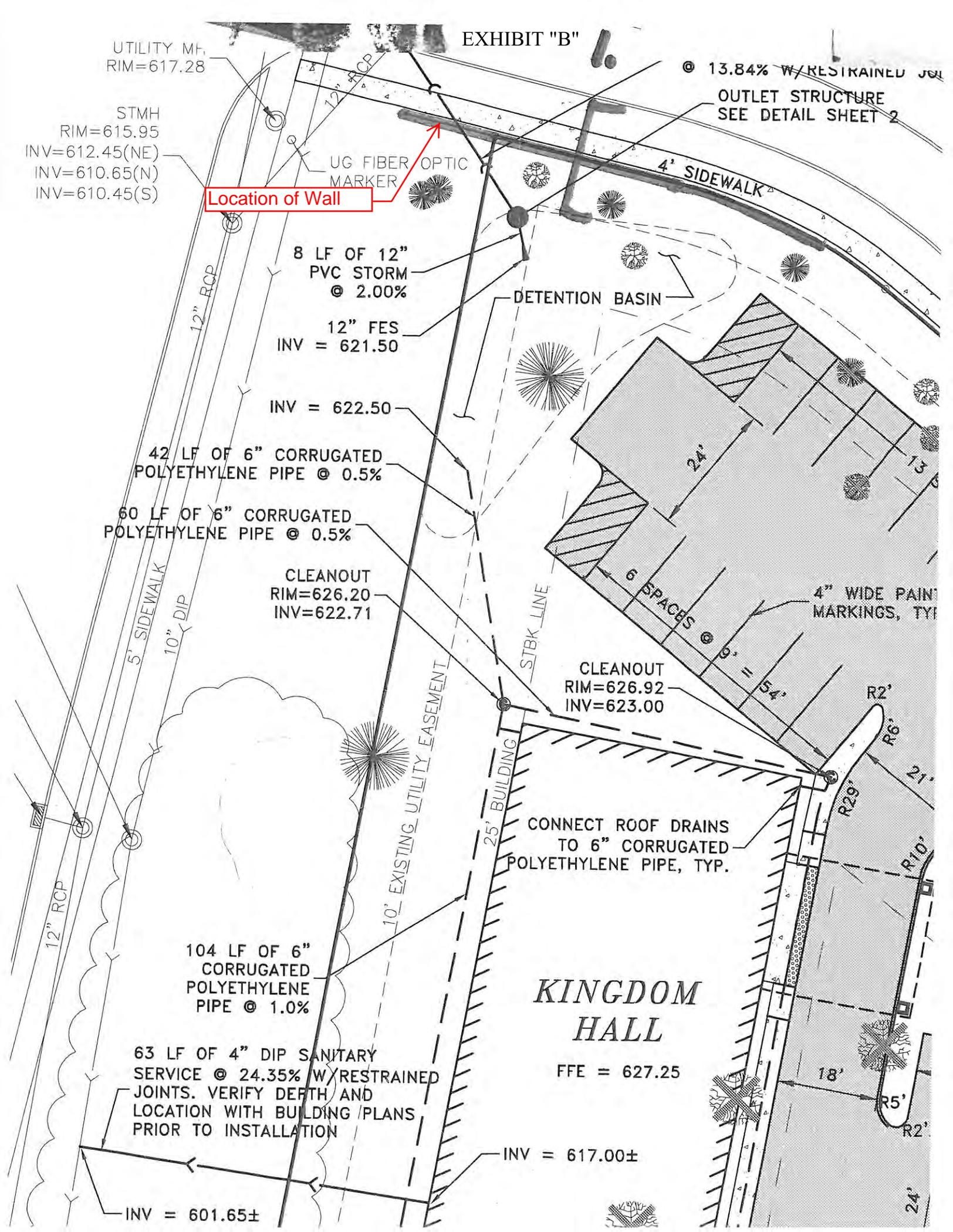
63 LF OF 4" DIP SANITARY
SERVICE © 24.35% W/RESTRAINED
JOINTS. VERIFY DEPTH AND
LOCATION WITH BUILDING PLANS
PRIOR TO INSTALLATION

**KINGDOM
HALL**

FFE = 627.25

INV = 617.00±

INV = 601.65±



Council Bill/Resolution No. 1118-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with Homewood Evangelical Free Church to allow a sign to be placed on right-of-way at 3303 60th Street, Moline.

WHEREAS, Homewood Evangelical Free Church wishes to allow a sign to be placed on right-of-way at 3303 60th Street, Moline; and

WHEREAS, the placement of the sign on 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 Homewood Evangelical Free Church, a Licensing Agreement with Homewood Evangelical Free Church to allow a sign to be placed on right-of-way at 3303 60th Street, Moline; 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

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit "A"

LICENSEE: Homewood Evangelical Free Church – 3303 60th 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 Homewood Evangelical Free Church, 3303 60th Street, Moline, IL 61265, hereinafter called the LICENSEE.

PREMISES: A 6' x 1' area located 22' east of the eastern property line of 3303 60th Street on 60th Street right of way, as depicted in greater detail on the attached Exhibit "B".

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

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install a sign 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 August 13, 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: _____
Licensee

Date: _____

CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

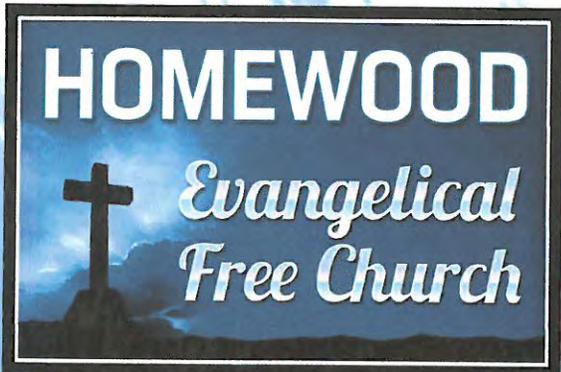
Attest: _____
City Clerk

Approved as to Form:

City Attorney



6'
5' 6" LED



4'
4'
2' 4"
11' 8" 12"

(- 22' -)
24

5'

2'

DAYSTAR EXP COLOR 20mm 32x80
ID CABINET: 4' x 6'
LED CABINET: 2' 4" x 5' 6"

Stewart
AMERICA'S PREMIER SIGN COMPANY

PH. 1-800-237-3928 FAX 1-800-485-4280
SK. # 755052-9 CUST. # 1036841
1/2"=1' 4.18.13 F/TCROWE -PROPOSAL-

ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR. ARTIST'S RENDITION OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS; DIMENSIONS OF FINAL PRODUCT MAY VARY.

APPROVED AS SHOWN.
X _____ DATE _____ 1. _____
APPROVED WITH LISTED CHANGES 2. _____
X _____ DATE _____ 3. _____

Homewood
EVANGELICAL FREE CHURCH

WORSHIP 8:30 & 11:00AM SUNDAY SCHOOL 9:45AM

CHURCH YARD SALE
AUG 16 FRI & 17 SAT
8 AM - 3 PM



3303



Exhibit "B"

3303 60 ST/5625 34 AVE

Location of Sign

KENNEDY



1 inch = 30 feet

A RESOLUTION

APPROVING the final plat of Wendt Manor Addition (Michael & Pamela Wendt, 3400 14th Street).

WHEREAS, the land being subdivided by this plat is being divided into not more than five lots, which front upon existing streets and does not involve any new streets, other rights-of-way, easements, improvements, or other provisions for public areas or facilities; it is therefore a Minor subdivision for which no preliminary plat is required pursuant to Chapter 29 of the Moline Code of Ordinances, Sec. 29-2101(53); and

WHEREAS, all procedural steps required by Chapter 29 of the Moline Code of Ordinances have been complied with prior to submission of same to this Council; and

WHEREAS, this Council believes and finds approval of said final plat of Wendt Manor Addition to be in the best interests of the City of Moline.

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

That the final plat of Wendt Manor Addition, a subdivision of property described as follows:

Lot 1 and Lot 2 of Sheridan Heights Addition (Document Number 47169); and Part of Lot 3 of Kenhow 2nd Addition (Document Number 837826), beginning at the northwest corner of said Lot; thence North 89 degrees 27 minutes 03 seconds East, to the northeast corner of said Lot and the westerly line of Sheridan Heights 2nd Addition (Document Number 462351), a distance of 40.21 feet; thence, along said westerly line, South 13 degrees 37 minutes 00 seconds East, to the southerly line of a sanitary sewer easement granted to the City of Moline (Document Numbers 90-04376), a distance of 285.43 feet; thence, along said southerly line, North 83 degrees 09 minutes 47 seconds West, to the east line of Sheridan Heights Addition (Document Number 47169) and the west line of said Lot 3, a distance of 109.30 feet; thence, along the west line of said Lot, North 00 degrees 14 minutes 32 seconds East, a distance of 264.1 feet, to the point of beginning; containing 19,923 square feet more or less.

For the purposes of this description the East line of Sheridan Heights Addition has a bearing of North 00 degrees 14 minutes 32 seconds East. The total area of the above described properties contains 2.27 acres, more or less.

be and the same is hereby approved.

Council Bill/Resolution No. 1119-2013

Sponsor: _____

Page 2

CITY OF MOLINE, ILLINOIS

Mayor

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____
City Clerk

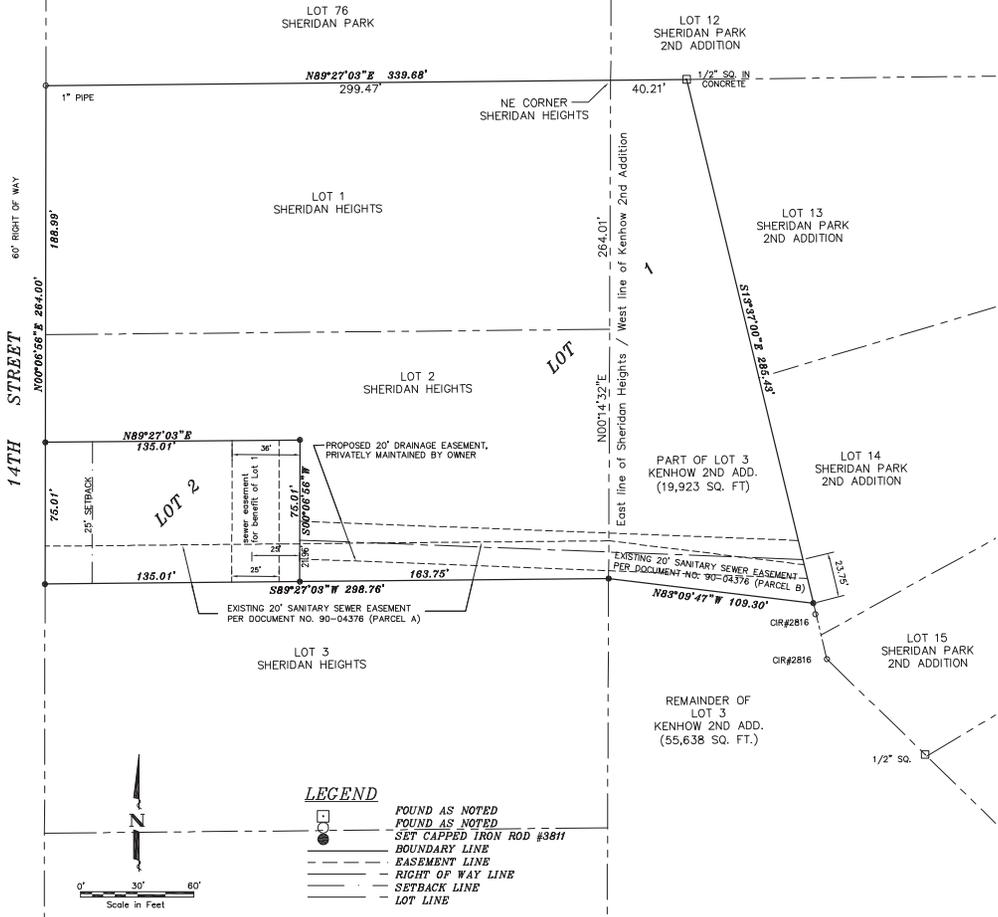
Approved as to Form:

City Attorney

**FINAL
PLAT OF SUBDIVISION
OF
WENDT MANOR ADDITION
TO THE CITY OF MOLINE**

A REPLAT OF LOTS 1 & 2 OF SHERIDAN HEIGHTS ADDITION, PER THE PLAT THEREOF AND FILED AS
DOC. NO. 47169 ON OCTOBER 20, 1891 & PART OF LOT 3 OF KENHOW 2ND ADDITION, PER THE PLAT THEREOF
AND FILED AS DOC. NO. 837826 ON SEPTEMBER 28, 1978; CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

TOTAL AREA: 2.27 AC.



LEGEND

- FOUND AS NOTED
- - - FOUND AS NOTED
- SET CAPPED IRON ROD #3811
- BOUNDARY LINE
- - - BASEMENT LINE
- - - RIGHT OF WAY LINE
- SETBACK LINE
- - - LOT LINE

Owner's Certificate
State of Illinois)
County of Rock Island)
City of Moline)

Know all men by these presents, that I, Pamela J. Wendt, owner and proprietor of the land shown on the accompanying plat and described in the accompanying certificate of the surveyor do hereby certify that I have caused said survey to be made and acknowledge the said plat as correct, and do hereby adopt and accept the same and cause it to be known as WENDT MANOR ADDITION.

Statements are hereby dedicated for the use of the City of Moline as indicated on the plat and marked "Drainage Easement" to install, lay, construct, renew, operate and maintain drainage ways, drainage structures, sewer pipes and other appliances for the purpose of serving the subdivision and other property, together with the right to enter upon lots at all times to install, lay, construct, renew and operate and maintain sewer pipes and other appliances, and to trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with said public utility equipment, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for public drainage and utility purposes. The Owner of Lot 1 is responsible for the maintenance of said easement and shall not cause or create any condition to adversely affect positive drainage in its current pattern of surface runoff to the east.

Sidewalks shall be constructed at the time of the structure is completed or at the direction of the board of local improvements recommended to the City Council of the City of Moline.

Building setback lines are hereby established as shown on this plat, between said lines and the property lines of the street there shall be erected or maintained no building structure.

This entire subdivision is within the Moline School District # 40.
In witness whereof, I hereunto affix my hand and seal this ___ day of _____, A.D. 2013.

NOTARY PUBLIC'S CERTIFICATE

State of Illinois)
County of _____)

I, _____ a Notary Public in and for the County aforesaid, do hereby certify that Pamela J. Wendt is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that she appeared before me this day in person and acknowledge that she signed and sealed the same as her free and voluntary act for the uses and purposes therein set forth, including the release waiver of the right of homestead.
Given under my hand and Notarial Seal this ___ day of _____, 2013.

Notary Public

Certificate of City Clerk

I, _____ City Clerk in and for said City of Moline, do hereby certify that all due assessments have been paid upon said real estate described on the accompanying plat.

In witness whereof, I hereunto affix my hand and official seal this ___ day of _____, A.D. 2013.

City Clerk

City Engineer's Certificate

We the undersigned Director of Public Works and Director of Planning and Development, do hereby certify the accompanying plat has been examined and found to be in compliance with the requirements of the Subdivision Ordinance and recommend approval of this plat by the City of Moline.

Director of Public Works _____ Director of Planning and Development _____

Drainage Statement

To the best of my knowledge and belief the drainage of surface waters both within and around this subdivision will not be changed by the construction of same or any part thereof.

Illinois Professional Engineer
Registration Number _____

Owner or Attorney

RETURN TO:
MCCLURE ENGINEERING
4700 KENNEDY DRIVE
EAST MOLINE, IL 61244



LOT AREAS
LOT 1 88,740 SQ. FT. (2.04 AC.)
LOT 2 10,127 SQ. FT. (0.23 AC.)

State of Illinois)
Rock Island County) SS
County Clerk's Certificate

I, County Clerk of the county aforesaid, do hereby certify that I have examined the tax records of the property shown on the attached plat of WENDT MANOR ADDITION in the County of Rock Island, and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the tract of said attached plat.

Given under my hand and seal this ___ day of _____, 2013.

County Clerk, Rock Island County

SURVEYOR'S STATEMENT AND LEGAL DESCRIPTION

I, Luke D. Miller, Illinois Professional Land Surveyor Number 35-3811 with McClure Engineering Associates, Inc., do hereby state that at the request of and the exclusive benefit of Michael R. Wendt and Pamela J. Wendt, I have prepared this Plat of Subdivision. The description of the premises surveyed is as follows to-wit:

Lots 1 & Lot 2 of Sheridan Heights Addition (Document Number 47169)

And

Part of Lot 3 of Kenhow 2nd Addition, (Document Number 837826), beginning at the northwest corner of said Lot 3; thence, North 69 degrees 27 minutes 03 seconds East, to the northeast corner of said Lot and the westerly line of Sheridan Heights 2nd Addition (Document Number 462351), a distance of 602.21 feet; thence, along said westerly line, South 13 degrees 37 minutes 00 seconds East, to the southerly line of a sanitary sewer easement granted to the City of Moline (Document Number 9646376), a distance of 285.43 feet; thence, along said southerly line, North 83 degrees 09 minutes 47 seconds West, to the east line of Sheridan Heights Addition (Document Number 47169) and the west line of said Lot 3, a distance of 109.39 feet; thence, along the west line of said Lot, North 60 degrees 14 minutes 32 seconds East, a distance of 264.1 feet, to the point of beginning, containing 19,923 square feet more or less.

For the purposes of this description the East line of Sheridan Heights Addition has a bearing of North 00 degrees 14 minutes 32 seconds East.

The total area of the above described properties contains 2.27 acres, more or less.

The field survey was completed in the month of JUNE 2013.

I hereby certify that this professional service conforms to the current Illinois minimum standards for a boundary survey and it was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a Professional Land Surveyor under the laws of the State of Illinois.

Luke D. Miller _____ Date _____
IPLS NO. 35-3811
My License expires November 30, 2014



Pamela J. Wendt
3400 14th Street, Moline, IL 61265

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE: 1" = 1"
DRAWN BY: LDM
CHECKED BY: JMA/JDM
DATE: 07/30/13

FINAL PLAT OF SUBDIVISION
WENDT MANOR ADDITION MOLINE, ILLINOIS
FILE NAME: T:\M013,098\DWG\3098_WENDT REPLAT SWY.dwg JOB NUMBER: 01-13-13-098

SHEET NO.
1
OF 1

A RESOLUTION

AUTHORIZING the Utilities General Manager to accept a professional services proposal from True North Consultants, Inc., to conduct a Phase II Environmental Site Assessment that is required for the North Slope Wastewater Treatment Plant Improvements Project, which includes a base amount of \$28,008.00 and specific unit prices for added scope work, should such work be required.

WHEREAS, a Phase II Environmental Site Assessment is required for the North Slope Wastewater Treatment Plant Improvements Projects; and

WHEREAS, True North Consultants, Inc., has submitted a professional services proposal to complete said Phase II Environmental Site Assessment; and

WHEREAS, Staff and the Project consultant, Strand Associates, Inc., have determined that the proposal from True North Consultants, Inc., meets the City's needs and requirements in an efficient and cost-effective manner.

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

That the Utilities General Manager is hereby authorized to accept a professional services proposal from True North Consultants, Inc., to conduct a Phase II Environmental Site Assessment that is required for the North Slope Wastewater Treatment Plant Improvements Project, which includes a base amount of \$28,008.00 and specific unit prices for added scope work, should such work be required; provided said proposal 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

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

July 29, 2013

Mr. Gregory Swanson
City of Moline, Department of Public Works
30 18th Street
Moline, Illinois, 61265

**Re: Phase II ESA and CCDD Assessment Scope of Work
North Slope WWTP
3rd Avenue (007 1st Avenue), Moline, Illinois
Proposal #T13-I40**

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform limited soil assessment and management consulting activities to characterize excavation soils generated during redevelopment activities at the North Slope WWTP property located at 3rd Avenue (007 1st Avenue) in the City of Moline, Rock Island County, Illinois (the *property*). The *property* is an irregularly-shaped parcel of institutionally utilized land encompassing approximately 5 acres. It is the understanding of True North that the *property* owner is proposing renovation and construction activities, including improvements to existing structures, the addition of clarifiers, installation of utilities, and construction of new buildings. The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

BACKGROUND

True North completed a Phase I Environmental Site Assessment (Phase I ESA) for the *property* in June 2013. The assessment revealed two *recognized environmental conditions*:

- A diesel UST was removed from the *property* in 1996. Based on records obtained from the Illinois State Fire Marshal and information provided by the *property* owner, a UST was previously located to the west of the control building. The 2,000-gallon UST contained diesel fuel, and was removed in 1996. It can be inferred from records that the UST was installed during construction of the facility in 1966. No evidence suggested that a closure assessment was conducted during removal.
- A historic quarry operated on the east-adjointing property in the early 1900s. The current topography suggests the 25-foot deep quarry was filled. Fill materials are unknown. A review of historic fire insurance maps identified that a quarry operated as early as 1906. Notations on the map indicate that the quarry was 25 feet deep. The western boundary of the quarry is not shown, and the proximity to the eastern *property* boundary could not be inferred. Two dwellings are shown in the far southeast corner of

the *property* in 1906, and the rock-crushing building is depicted in the far northeast corner of the *property*. An area with no structures is located between the dwellings and rock-crushing operation; however, there are no notations of a quarry on the *property* on the map. The current elevation of this area is approximately equal to the *property*, indicating that the quarry was filled. Based on a review of historic photographs, which do not show a quarry in 1938, and fire insurance maps from 1912, the quarry was likely filled between 1906 and 1912. The fill material is unknown. Hazardous substances, petroleum products, or other disposed materials, if present in the fill material, have the potential to impact the *property*.

In addition to the *recognized environmental conditions* described above, a boring log summary provided by the City of Moline for the *property* identified fill on the *property*. The borings are presumably from the western area of the *property* and associated with pre-construction investigation for the existing wastewater treatment plant. The logs indicate areas on the *property* with between 1 to 12 feet of fill material. Some of the fill material (to 5.5 feet below ground surface in one area) notes black cinders present in the fill. Additional boring logs provided following completion of the Phase I ESA identify up to 43 feet of fill in the vicinity of the blower and thickener building.

A geotechnical report completed for the public works building in 1989 was provided to True North prior to the revision of this proposal. The report, completed by Terracon, identifies fill between 12.5 to 33 feet below grade in the vicinity of the public works building. Terracon's cover letter identifies that the investigation revealed a limestone ledge believed to be along the edge of a former quarry on the *property*.

During the geotechnical investigation conducted in July 2013, additional areas of fill were discovered on the eastern portion of the property, and the geotechnical contractor observed indications of hydrocarbon impacted soil. The City of Moline provided draft soil borings for three of the locations, as well as information regarding additional locations of observed impacts. In addition, the geotechnical contractor collected soil and groundwater samples to gain a qualitative understanding of potential contaminants of concern, as follows:

- Location 3: Groundwater sample collected, submitted to laboratory for analysis of VOCs and PNAs.
- Location 5: Soil sample collected, submitted to laboratory for analysis of VOCs, PNAs, RCRA metals, and pH.
- Location 6: Soil sample collected, submitted to laboratory for analysis of VOCs, PNAs, RCRA metals, and pH. Groundwater sample collected, submitted to laboratory for analysis of VOCs and PNAs.
- Location 10: Groundwater sample collected, submitted to laboratory for analysis of VOCs and PNAs.
- Location 32: Soil sample collected, submitted to laboratory for analysis of VOCs, PNAs, RCRA metals, and pH. Groundwater sample collected, submitted to laboratory for analysis of VOCs and PNAs.

Analytical results and boring logs for the above-referenced samples are pending and are anticipated to be received for review by True North prior to commencement of field activities.



Due to the use of the property and the presence of the identified *recognized environmental conditions*, additional investigation of soils to be excavated during renovation activities will be required if these soils are to be placed in a quarry, mine, or other excavation as defined in 35 Illinois Administrative Code 1100: *Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operations*. Due to the definitions in 35 IAC 1100, CCDD facilities may not accept the fill material containing cinders or other “fill” material as identified in the reviewed boring logs.

Based on these findings, True North is providing the following scope of work to perform limited soil assessment and reporting activities to delineate the soils for on-site management, or off-site management at a permitted CCDD facility, permitted Subtitle D Landfill, or other private property. This proposal is based on discussions with the City of Moline and experience with similar projects.

The City of Moline has indicated that during installation of drilled or deep foundations, dewatering will occur if water is encountered. In the event that extended dewatering occurs at the *property*, the City of Moline requested a review of regulatory files associated with the former manufactured gas plant (Midamerican Energy/Iowa-Illinois Gas & Electric Co.), to assess whether extended dewatering has the potential to draw contaminated groundwater towards the *property*.

SCOPE OF SERVICES

Task 1: Regulatory File Review

True North will review available regulatory files associated with the former manufactured gas plant, Midamerican Energy/Iowa-Illinois Gas & Electric Co., identified to the east of the *property*. The purpose of the review is to review documentation of remaining groundwater contamination at the site, and assess the potential for migration of contaminated groundwater toward the *property* in the event that dewatering operations occur for an extended period of time. True North will submit a FOIA request to the Illinois Environmental Protection Agency and provide a written summary of the findings in the final written report.

Task 2: Soil Characterization Sampling

All Site activities will be performed by True North personnel in conformance with standards set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, *Tiered Approach to Corrective Action Objectives (TACO)*, United States Environmental Protection Agency (USEPA) SW-846, *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods*, ASTM E1903-97 standard, *Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process*, Occupational Health & Safety

Administration (OSHA) 1910 and 1926 Standards and 35 IAC 1100, *Clean Construction or Demolition Debris Fill Operations* (CCDD).

True North will subcontract an environmental drilling contractor to perform environmental drilling service. The drilling contractor will be responsible for public utility locates prior to drilling activities. All private utilities must be located by the property owner prior to drilling activities.

Eleven soil borings will be initially be advanced at the *property*. Based on field observations and screening conducted during the initial borings, True North will select approximately four additional locations for borings. The following is a description of proposed soil borings locations, depths and proposed analytical parameters.

Boring	Location	Proposed Depth (feet bgs)	Analytical Parameters
B1	Headworks Building	40	VOCs, SVOCs, RCRA metals, PCBs, pH
B2	Final Clarifier 1	26	VOCs, SVOCs, RCRA metals, PCBs, pH
B3	Final Clarifier 2	26	VOCs, SVOCs, RCRA metals, PCBs, pH
B4	Forward Flow Chlorine Contact Tank	20	VOCs, SVOCs, RCRA metals, PCBs, pH
B5	RAS and WAS Pumping Building	16	VOCs, SVOCs, RCRA metals, PCBs, pH
B6	Primary Effluent and RAS Splitter Box	14	VOCs, PNA's, RCRA metals, pH
B7	Excess Flow Splitter Box	12	VOCs, PNA's, RCRA metals, pH
B8	Sludge Control Building	22	VOCs, PNA's, RCRA metals, pH
B9	South of Forward Flow Splitter Box	12	VOCs, PNA's, RCRA metals, pH
B10	Former UST	12	VOCs, PNA's, RCRA metals, pH
B11	Former UST	12	VOCs, PNA's, RCRA metals, pH
B12-B15	TBD	TBD	TBD

Proposed borings B1 through B11 are depicted on the attached boring location plan. Soil borings will be advanced to the depths proposed above, or refusal, whichever is encountered first. The proposed boring depths are based on currently available information provided by the City of Moline for approximate proposed footing/slab bearing or disturbance elevations. The final foundation design has not yet been completed. If the final foundation depths are greater than the depths of the proposed soil borings, the necessity of revising the proposed boring depths and collection of additional samples should be reviewed.

Locations for soil borings B12 through B-15 are not depicted on the attached boring location plan to allow for flexibility in the work plan. The boring locations will be chosen based on additional information received from forthcoming geotechnical boring logs, field observations, field screening, and any other additional information received by True North prior to the field work. Proposed locations for additional soil borings will be discussed with the City of Moline prior to installation when practical.

True North will field screen soil samples from each sample interval using a photoionization detector (PID). True North will collect one sample from each soil boring for submittal to the laboratory for analysis. A second sample from each soil boring will be collected for analysis if warranted. Sample selection will be based on field screening results, the presence of migratory pathways, the presence of fill material, or other observations of impacts made during field work.

Costs to collect up to two samples from each boring location and analysis at a laboratory are included in the cost proposal. Additional samples may be collected based on field observations and screening if warranted. True North will discuss field observations and conditions with the City of Moline prior to submitting additional samples to the laboratory for analysis.

At least one soil sample from each boring will be analyzed to determine if the soils are impacted above the Maximum Allowable Concentrations (MACs) listed in the CCDD regulations. Samples collected from the western portion of the site will be analyzed for volatile organic compounds (VOCs), poly-nuclear aromatic hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) metals and pH. Soil samples in the vicinity of the former quarry will be analyzed for VOCs, semivolatile organic compounds (SVOCs), RCRA metals, polychlorinated biphenyls, and pH. Depending on the CCDD facility selected, additional sample analysis may be required.

It is True North’s understanding that drilling difficulties were encountered during the geotechnical investigation, and there is concern that direct push drilling methods could be challenging in areas of the site. True North has included contingency pricing for the driller to utilize hollow stem augers at the site at locations that cannot be drilled with direct push methods.

The following table summarizes the characterization analytical parameters:

Compound or Group of Compounds	USEPA Analytical	Method Identification
		Matrix
Volatile Organic Compounds (VOCs)	5035/8260	Soil
Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil
Resource Conservation Recovery Act (RCRA) Metals	6020	Soil
pH	9045C	Soil
Semi-Volatile Organic Compounds	8270	Soil
Polychlorinated biphenyls (PCBs)	8082	Soil

Additionally, True North will collect one (1) additional soil sample for waste characterization laboratory analysis. The characterization sample will be representative of previously impacted soils at the Site. True North will determine the waste characterization laboratory analysis requirements once results are received from initial sampling activities.



The potential to encounter groundwater exists at the *property*, primarily in the soil borings to be advanced deeper than 15 feet bgs. Up to two groundwater samples (grab) will be collected and submitted to the laboratory from temporary wells, for the purposes of obtaining a qualitative measure of contaminants in groundwater at the *property*. The groundwater sample will be analyzed for VOCs, PNAs and RCRA metals.

Task 3: Project Reporting

True North shall compile the regulatory file review findings and all field screening data and laboratory results in summary report format to document the investigation findings. The summary report shall include field sampling locations, analytical tables, laboratory data, and any pertinent historical and regulatory information used to formulate and support the investigation findings. True North will execute an LPC #663 for soils that can be certified as uncontaminated and managed at a permitted CCDD facility. For soils that cannot be certified as uncontaminated and require off-site management as a non-hazardous, non-special waste, True North will assist the City of Moline with securing disposal approval at a Subtitle D landfill if necessary.

PROJECT COSTS

True North proposes to conduct the above scope of work in accordance with the following estimated costs:

Service	Estimated Quantity	Units	Rate	Total
<i>Task 1: Regulatory File Review</i>				
Review of IEPA's files for Midamerican Energy/Iowa-Illinois Gas & Electric Co.	1	Lump Sum	\$950	\$950
<i>Task 2: Soil Characterization Sampling and Profiling</i>				
Sampling Labor	36	Hourly	\$90	\$3,240
Sampling Equipment, Field Supplies, Vehicle	3	Day	\$300	\$900
Per Diem	2	Day	\$150	\$300
Environmental Drilling Contractor – Geoprobe Mobilization	1	Lump Sum	\$500	\$500
Environmental Drilling Contractor – Geoprobe Drilling	252	Foot	\$9	\$2,268
Environmental Drilling Contractor – HSA Rig Mobilization	1	Lump Sum	\$1,000	\$1,000
Environmental Drilling Contractor – HSA Drilling	40	Foot	\$16	\$640
Environmental Drilling Contractor - Temp Well Construction	40	Foot	\$6	\$240
Environmental Drilling Contractor - Standby Rate	0	Hourly	\$140	\$0
Environmental Drilling Contractor – Per Diem	2	Day	\$150	\$300



Soil Characterization Analytical – VOC, PNAs, RCRA Metals and pH ¹	12	Sample	\$325	\$3,900
Soil Characterization Analytical – VOC, RCRA Metals, PCBs, SVOCs ¹	18	Sample	\$480	\$8,640
Groundwater Characterization Analytical – VOC, PNAs, RCRA Metals ¹	2	Sample	\$315	\$630
Soil Characterization Analytical – TCLP RCRA Metals ¹ (only if necessary for CCDD determination)	TBD	Sample	\$150	TBD
Non-Hazardous Non-Special Waste Analytical ²	TBD	Sample	\$1,600	TBD

Task 3: Project Reporting

Phase II ESA Report	1	Report	\$2,700	\$2,700
LPC #663	1	Report	\$1,000	\$1,000
Waste Profile Preparation & Consulting	8	Hourly	\$100	\$800
Estimated Total				\$28,008

¹ Rush TAT surcharges are 100% for 48 hours and 75% for 72 hours

² Actual waste characterization analytical costs will be based on results of sampling.

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

At the time of preparation of this proposal, limited additional information regarding the depth of fill materials in the eastern portion of the site was available. Although True North has prepared a flexible work plan, additional soil boring locations, sampling and analysis may be required to fully characterize the site. Unit pricing is provided above should additional investigation be warranted.

SCHEDULE

True North can schedule sampling activities within two (2) weeks of authorization to proceed. Laboratory analytical results will be available within seven (7) business days of sampling activities unless expedited per the surcharges identified above. True North will provide the LPC #663 certification, if applicable, within seven (7) business days of receiving laboratory analytical. A written report summarizing the results of the Phase II ESA and CCDD assessment will be provided within seven (7) business days of receipt of laboratory results and the FOIA documents from IEPA.

LIMITATIONS AND QUALIFICATIONS

The Client and their respective subcontractors shall be responsible for complying with the terms of health and safety plans, Federal, and State requirements applicable to this project.

True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs to collect samples for additional analysis beyond this proposal.

True North cannot guarantee that all screened and sampled soils removed from the *property* shall meet the requirements per the CCDD operation for final placement. The Owner shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.

True North shall not be responsible for the health and safety of City of Moline employees, subcontractors, or agents thereof while performing on-site activities.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for project planning and soil management and consulting services. If you have any questions, please contact me at 224-387-6063.

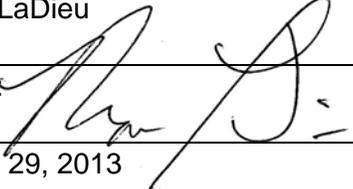
Regards,
TRUE NORTH CONSULTANTS, INC.



Ryan LaDieu, P.E.
President



True North Proposal # T13-140 is hereby accepted and the conditions attached and outlined herein agreed to:

CLIENT	TRUE NORTH CONSULTANTS, INC.
By:	By: Ryan LaDieu
Signature:	Signature: 
Date:	Date: July 29, 2013



 APPROXIMATE LOCATION OF FORMER UST

 PROPOSED SOIL BORING (APPROXIMATE)

SITE PLAN PROVIDED BY CITY OF MOLINE

 APPROXIMATE SITE BOUNDARY

TRUENORTH
CONSULTANTS
1240 IROQUOIS AVE, SUITE 206
NAPERVILLE, ILLINOIS 60563

SITE LOCATION
NORTH SLOPE WWTP
3RD AVENUE (007 1ST AVENUE)
MOLINE, ILLINOIS 61265

CLIENT
CITY OF MOLINE
30 18TH STREET
MOLINE, IL 61265



NOT TO SCALE

FIGURE
I

PROJECT NUMBER
TII3314

DATE
07/09/2013

SCHEDULE OF TERMS & CONDITIONS

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of

any invoice, Client will so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this

SCHEDULE OF TERMS & CONDITIONS

waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

12.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, you understand that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the State of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED April 5, 2011

Council Bill/Resolution No.: 1121-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute the Second Amendment to the existing Site License Agreement with AT&T, which allows for the installation of certain cellular antenna equipment at the City's 17th Avenue elevated tank.

WHEREAS, City staff has found the proposed equipment arrangement, associated documentation, and Site License Agreement Amendment to be acceptable; and

WHEREAS, the new AT&T equipment will provide enhanced cell phone service to members of our community; and

WHEREAS, the associated Site License fees will compensate the City for the use of its elevated tank site.

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 the Second Amendment to the existing Site License Agreement with AT&T, which allows for the installation of certain cellular antenna equipment at the City's 17th Avenue elevated tank site; provided said Amendment 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

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Market: Minnesota/Northern Plains (MNP)
Cell Site Number: IAL04141
Cell Site Name: Moline WT
Fixed Asset Number: 10082446

SECOND AMENDMENT TO SITE LICENSE AGREEMENT

THIS SECOND AMENDMENT TO SITE LICENSE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between City of Moline, an Illinois (Home Rule/Non Home Rule) Municipal corporation (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13-F West Tower, Atlanta, GA 30324 (“**Licensee**”).

WHEREAS, Licensor and TeleCorp Realty, LLC entered into a Site License Agreement dated March 20, 2001 which was first amended on May 16, 2003, whereby Licensor leased to Licensee (or its predecessor-in-interest) certain Premises, therein described, that is a portion of the Property located at 1531 17th Avenue, Moline, IL 61265 (“**Agreement**”);

WHEREAS, effective December 31, 2006, TeleCorp Realty, LLC merged into TeleCorp Communications, LLC;

WHEREAS, effective December 31, 2011 TeleCorp Communications, LLC merged with and into New Cingular Wireless PCS, LLC;

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments;

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof;

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated statutes, regulations or ordinances, relating to emergency 911 communication services; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Equipment.** Exhibit D (continued) Communication Equipment is deleted in its entirety and replaced with the Exhibit D(revised)(continued) Communication Equipment attached hereto and incorporated herein by reference and Licensor’s execution of this Second Amendment will signify Licensor’s approval of these revisions.

2. **Additional License Fees.** The current License Fees shall be increased by Three-Hundred and No/100 Dollars (\$300.00) effective the first day of the month following construction of the new equipment. Licensee shall provide Licensor with written notice of the date said construction will commence and the date construction is completed.

3. **Notices.** Section 23 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensee: TeleCorp Realty, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #:IAL04141
Cell Site Name: Moline WT,
FA No:10082446
575 Morosgo Drive NE,
13-F West Tower
Atlanta, GA 30324

With the required copy of legal notice sent to Licensee at the address above, a copy to the Legal Department: AT&T Legal Department
Attn: Legal Department,
Re: Cell Site #:IAL04141,
Cell Site Name: Moline WT
FA No: 10082446
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Licensor: City of Moline
619 16th Street
Moline, Illinois 61265
Attention: City Attorney, Maureen Riggs
With copies to: Utilities General Manager
30 – 18th Street
Moline, Illinois 61265

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional license fees and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated statutes, regulations or ordinances, relating to emergency 911 communication services.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Site License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

LICENSOR
City of Moline,
an Illinois Municipal Corporation
By: _____
Name: Scott Raes
Title: Mayor
Date: _____

ATTEST:

Tracy A. Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

LICENSEE

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By:
Name: _____
Title: _____
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the ____ day of _____, 201_ before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

Notary Public: _____
My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND)

On this ____ day _____, A.D. 2013 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes, Mayor and Tracy Koranda, City Clerk to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its Articles of Organization; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public
My Commission Expires: _____

Exhibit D (Revised)
(Continued)
COMMUNICATIONS EQUIPMENT

1. The Tower shall contain the antennas, antenna mounts, and associated wiring and cabling listed below:

2. Concrete slab housing communications equipment and appurtenances associated therewith as more fully described below:

<u>Antennas</u>	<u>Number</u>	<u>Type</u>
<u>Kathrein 742213</u>	<u>Six (6)</u>	<u>Panel</u>
<u>Kathrein 800-10766</u>	<u>Two(2)</u>	<u>Panel</u>
<u>Powerwave P65-15-XLH-RR</u>	<u>One (1)</u>	<u>Panel</u>

Nine (9) panel antennas measuring approximately 98" height x 12"width x 6" deep or less mounted on the water tank.

Twelve (12) cables measuring 1 5/8" thick.

1 DC Power Bundle 3/4" thick.

1 Fiber Bundle 1/2" thick.

Equipment cabinets on a support frame contained within the leased premises.

One (1) Microwave dish measuring approximately 3' in diameter.

Two (2) cables and two (2) radios.

Three (3) Alcatel Lucent Remote Radio Heads

Six (6) TMA's

One (1) Surge Suppression System

ATTACHMENT 1

MEMORANDUM OF SITE LICENSE

Prepared by:

NAME

FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

NAME

FIRM

FIRM ADDRESS

CITY, STATE ZIP

Re: Cell Site # IAL04141; Cell Site Name: Moline WT (IL)
Fixed Asset Number: 10082446
State: Illinois
County: Rock Island

MEMORANDUM
OF
SITE LICENSE

This Memorandum of Site License is entered into on this ____ day of _____, 2013, by and between City of Moline, an Illinois (Home Rule/Non Home Rule) Municipal corporation (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13-F West Tower, Atlanta, GA 30324 (“**Licensee**”).

1. Licensor and Licensee (or its predecessor-in-interest) entered into a Site License Agreement dated March 20, 2001 which was first amended on May 16, 2003, whereby Licensor leased to Licensee certain Premises, therein described, that is a portion of the Property located at 1531 17th Avenue, Moline, IL 61265 (“**Agreement**”).
2. The portion of the land being leased to Licensee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
3. This Memorandum of Site License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Site License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Site License and the provisions of the Site License, the provisions of the Site License shall control. The Site License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Site License.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site License as of the day and year first above written.

LICENSOR:
City of Moline,
an Illinois Municipal Corporation

LICENSEE:
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Scott Raes _____
Title: Mayor _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 1 to Memorandum of Site License

Premises

The Property known as: 17th AVENUE WATER TOWER--1531 17th AVENUE, MOLINE, IL.

That part of Assessor's Lot 6 of Section 5 as shown in the plat of Sections 4, 5, 6, etc. as recorded in Plat Book 1, Pages 38-40 in the Recorder's Office in the Court House at Rock Island, Illinois, more particularly described as follows, to-wit: Commencing at the NW corner of 17 Avenue and 16 Street in the City of Moline, said point being 30 feet W of the SE corner of said Assessor's Lot 6; thence S 88° 12' 10" W, 138 feet along the N line of 17 Avenue to the point of beginning; thence N 00° 00' 00" E 41.62 feet, parallel to the W line of 16 Street, to an iron stake; thence N 3° 11' 20" W 101.40 feet, to an iron stake; thence N 0° 22' 20" E 15 feet to an iron stake; thence S 87° 50' 20" W 103.07 feet, to an iron stake; thence S 5° 40' 11" E, 157.66 feet to the N line of 17 Avenue; thence N 88° 12' 10" E 93.86 feet to the point of beginning of this description.

The location of the Premises is more particularly described as follows:

- (a.) Ground space measuring 10' x 20' in size and antenna mounting space on the tower in the approximate location as described *above*.
- (b.) Together with such rights of way and easements on, over, under, across and through the Property for ingress and egress by motor vehicle or on foot and for the installation of wires, cables and electrical support equipment necessary for the installation and operation of Licensee's telecommunications equipment located upon the Property including but not limited to access from the nearest source of telephone and electric utilities.
- (c.) The location of the Premises is subject to the relocation provisions of Paragraph 1 of this License.

Council Bill/Resolution No. 1122-2013

Sponsor: _____

A RESOLUTION

AMENDING Council Bill 1129-2012 by extending the due diligence period on the Term Sheet for the City of Moline to negotiate exclusively with IDP Illinois Acquisition Company, LLC, regarding the purchase and redevelopment of Moline Place Phase II/Hawk Hollow Redevelopment Project Area to September 30, 2013.

WHEREAS, IDP Illinois Acquisition Company, LLC (“IDP”), and the City of Moline, Illinois, entered into a term sheet to purchase 16.2 acres of land owned by the City known as Hawk Hollow Redevelopment Project Area to construct a senior housing development consisting of independent living units, assisted living quarters, and a nursing home facility; and

WHEREAS, the development would be higher end quality residential units for affluent seniors; and

WHEREAS, IDP is seeking an extension to the due diligence period in the existing term sheet to September 30, 2013.

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

That Council Bill 1129-2012 is hereby amended to extend the due diligence period in the existing term sheet for the City of Moline, to negotiate exclusively with IDP Illinois Acquisition Company, LLC, regarding the purchase and redevelopment of the Moline Place Phase II/Hawk Hollow Redevelopment Project Area to September 30, 2013; provided said Term Sheet 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

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to approve a Term Sheet for the City of Moline to negotiate exclusively with IDP ILLINOIS ACQUISITION COMPANY, LLC, regarding the purchase and redevelopment of Moline Place Phase II/Hawk Hollow Redevelopment Project Area.

WHEREAS, IDP ILLINOIS ACQUISITION COMPANY, LLC ("IDP"), and the City of Moline, Illinois, mutually desire to develop vacant land at the Southwest Corner of 5th Avenue and 6th Street known as the Moline Place Phase II/Hawk Hollow Redevelopment Project Area; and

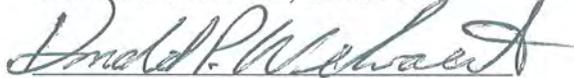
WHEREAS, it is necessary to provide purchase terms and certain financial and economic incentives to ensure the extension of public infrastructure and development of this undeveloped land to facilitate and stimulate new private sector investment; and

WHEREAS, IDP is seeking time to complete due diligence on the site as well as prepare preliminary site plans and pro formas related to the development potential of the site.

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 approve the Term Sheet between the City of Moline, Illinois, and IDP ILLINOIS ACQUISITION COMPANY, LLC, and City staff is hereby authorized to negotiate exclusively with IDP for the purchase and redevelopment of the Moline Place Phase II/Hawk Hollow Redevelopment Project Area; provided said Term Sheet is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS



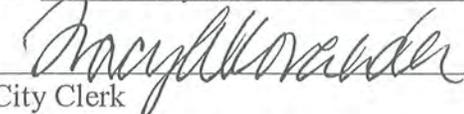
Mayor

February 7, 2012

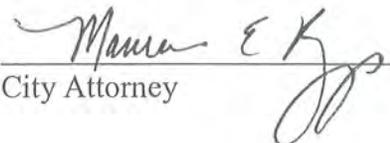
Date

Passed: February 7, 2012

Approved: February 14, 2012

Attest: 
City Clerk

Approved as to Form:


City Attorney

TERM SHEET

Between

CITY OF MOLINE, ILLINOIS ("Seller") and
IDP ILLINOIS ACQUISITION COMPANY, LLC ("Purchaser")
regarding the development of
Moline Place Phase II/Hawk Hollow Redevelopment Project Area

WHEREAS, IDP ILLINOIS ACQUISITION COMPANY, LLC, and the City of Moline, Illinois, mutually desire to develop vacant land at the Southwest Corner of 5th Avenue and 6th Street; and

WHEREAS, it is necessary to provide purchase terms and certain financial and economic incentives to ensure the extension of public infrastructure and development of this undeveloped land to facilitate and stimulate new private sector investment; and

WHEREAS, Purchaser is seeking time to complete due diligence on the site as well as prepare preliminary site plans and proformas related to the development potential of the site.

NOW, THEREFORE, the parties involved in this public/private partnership do hereby agree in concept to the following terms to advance the Moline Place Phase II/Hawk Hollow Redevelopment Project:

The specific terms according to which Purchaser will enter into a purchase agreement are outlined below, and Seller's acceptance of the terms and conditions herein shall acknowledge Seller's intent to enter into a formal, legally binding Agreement of Purchase and Sale ("Agreement") documenting the transaction described herein.

Details of our Letter of Intent are as follows:

- Purchaser:** IDP Illinois Acquisition Company, LLC, a Wisconsin limited liability company
- Seller:** City of Moline, Illinois
- Property:** Approximately 16.20 gross acres (705,672 sf) with approximately 9.00 usable acres (392,040 sf) located at the southwest corner of 5th Avenue & 6th Street in Moline, Illinois. See Exhibit A.
- Purchase Price:** The purchase price shall be \$700,000, which may be adjusted as provided for below. Purchaser shall provide at least \$440,000 in cash at closing including the Deposit. Seller is to provide financing for the balance of the purchase price, above \$440,000, the form of financing to be negotiated as part of the Development Agreement and Purchase Agreement.
- Purchaser will provide an initial deposit of \$10,000 (the "Deposit") within three (3) business days of the execution by both parties of the Agreement;
 - Purchaser shall increase the amount of the Deposit to \$30,000 (total) upon satisfaction of Purchaser's Conditions;
 - The balance of the Purchase Price will be paid to the Seller by certified check or bank draft upon Closing;
 - The Deposit is to be held in trust by a mutually acceptable escrow agent and placed in an interest-bearing account, with interest accruing to the Purchaser;
 - The Purchase Price will be adjusted as per closing adjustments typical for such a transaction;
 - The Purchase Price will be adjusted as follows:

Seller will obtain and provide to Purchaser a current full ALTA survey of the Property prepared by a Registered Land Surveyor acceptable to Purchaser and the Purchase Price shall be adjusted based on the actual usable area of the Property multiplied by \$77,778 per acre of fraction thereof (see "Purchase Price" above).

Agreement of Purchase and Sale:

Should Seller find the terms of this Letter of Intent acceptable, Purchaser would proceed diligently to prepare an Agreement of Purchase and Sale between the parties to reflect the business terms proposed in this Letter of Intent. Within the Agreement of Purchase and Sale would be terms and conditions normally included within such an Agreement (including a Due Diligence Period, deliveries at Closing, representations and warranties by both parties, delivery of free and clear title at Closing, etc.)

Property Documents:

Within three (3) business days of an accepted Agreement of Purchase and Sale, Seller will provide Purchaser with the following:

- Any surveys, site plans and site engineering reports for the Property in Seller's possession;
- All reports and studies in its possession to assist in the due diligence Purchaser would typically conduct in such an acquisition, including but not limited to, copies of all contracts, engineering drawings and reports, and environmental reports and geotechnical soil investigations;
- Copies of property tax bills and assessment notices; and
- Copies of any covenants, conditions and restrictions as well as any common area or private roadway easements or maintenance agreements affecting the Property.

(Collectively the "Property Documents")

Due Diligence:

From receipt of the Property Documents, Purchaser will have a three hundred and sixty five (365) day conditional period ("due Diligence Period") during which to:

- Evaluate the development potential for the Property, including but not limited to commissioning an environmental site assessment and undertaking a geotechnical investigation of the soil conditions;
- Verify the existing site has sufficient water retention/detention capacity to service a senior living community;
- Meet with a civil engineer to evaluate the costs associated with improving the Property with any necessary roadways, stormwater retention areas, and other infrastructure improvements;
- Verify that any easements affecting the Property do not adversely impact the development potential or the economics of developing the Property as intended by Purchaser;
- Evaluate the costs associated with constructing a senior living community on the Property;
- Meet with Moline officials to determine the zoning of the Property, discuss conceptual plans for the site, and determine the likelihood of receiving any Development Incentives;
- Determine that no recapture payments, impact fees or special assessments exist that would adversely affect the economics of Purchaser's proposed development;
- Conduct title searches and reviews.

(Collectively the "Purchaser's Conditions")

Purchaser shall have one (1) option to extend the Due Diligence Period for an additional one hundred eighty (180) days at no additional cost to the Purchaser.

If, for any reason whatsoever, the Purchaser, in its sole determination and absolute discretion, is not satisfied with the Property, then the Purchaser may terminate the Agreement by delivering to the Seller a written termination notice at any time during the Due Diligence Period.

If the Purchaser terminates the Agreement on or before the expiration of the Due Diligence Period, then the escrow agent shall return the Deposit and the interest earned thereon to the Purchaser, and neither party shall have any further rights pursuant to or obligations as set forth in the Agreement.

Development Incentives:

Seller acknowledges the availability of various economic development incentives provided by the City of Moline including land financing assistance, tax incremental financing, enterprise zone and public infrastructure financing. Seller and Purchaser will negotiate a mutually agreeable incentives package during the Due Diligence Period.

Closing:

Closing will be within sixty (60) days after the Due Diligence Period. Seller shall be responsible for the payment of all closing costs associated with the transaction.

Seller's Cooperation:

Upon execution of a Development Agreement and Agreement for Purchase of the Property, Seller will permit Purchaser to make site plan and building permit applications to the City of Moline and will consent or authorize such applications as the registered owner of the Property. These applications will be assigned to Purchaser at Closing. The costs of preparing and submitting the site plan and building permit applications shall remain at the sole cost and expense of Purchaser.

Brokers:

Purchaser and Seller represent and warrant that they have not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Each party agrees to defend, indemnify and hold party harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged in connection with the Property or this transaction.

Signs:

Purchaser shall be permitted to place a real estate sign on the property during any initial or extended Due Diligence Period(s) for purposes of marketing. All signage will comply with applicable municipal signage ordinances.

Exclusive Right to Negotiate:

During the period commencing upon Seller's execution of this Letter of Intent and ending on the Closing, Seller agrees to give Purchaser the exclusive right to negotiate, and Seller agrees to keep the Property off the market and to refrain from negotiating or discussing the sale of the Property with anyone other than Purchaser or its nominee.

This Letter of Intent is not binding upon either party. Rather, this Letter of Intent describes the price, terms and conditions upon which Purchaser is proposing to acquire the Property. Seller shall not be bound to sell the Property and Purchaser shall not be bound to purchase the Property unless and until a legally binding Agreement of Purchase and Sale is executed by both parties.

If the business terms outlined above are acceptable to Seller, kindly indicate so by signing on below. The terms of this letter are open for acceptance until January 31, 2012 at 5:00 p.m. CST. Upon receiving an acknowledged copy of this letter, Purchaser will subsequently prepare the Agreement of Purchase and Sale. It is the intention of all parties that this be a non-binding Letter of Intent and that an Agreement of Purchase and Sale will be executed within ten (10) business days following acceptance of this letter.

ACKNOWLEDGEMENT

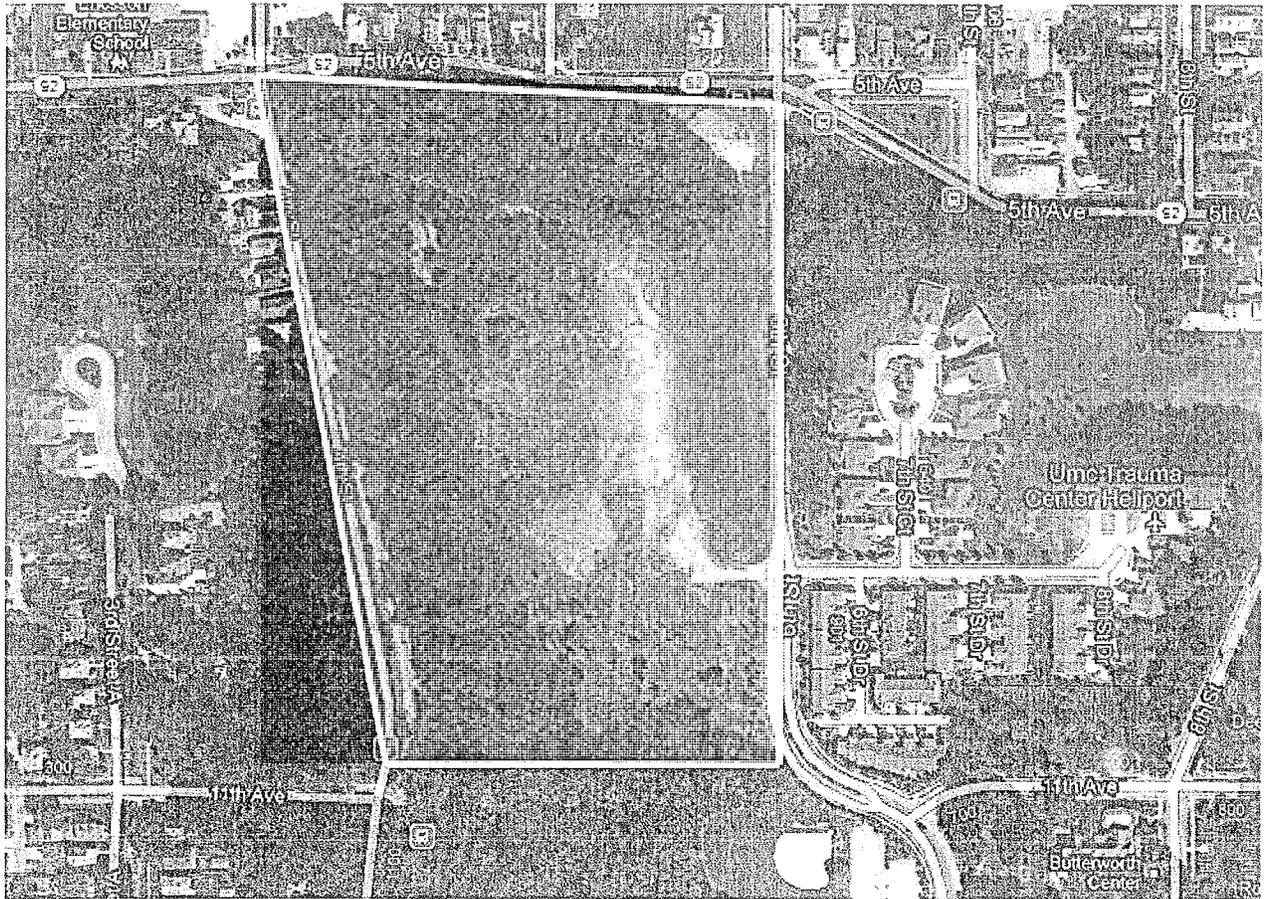
The terms of this letter dated February 7, 2012 are acceptable and Seller agrees to negotiate in good faith an Agreement of Purchase and Sale with IDP Illinois Acquisition Company, LLC.

Seller:
By: Donald P. Welch
Name: Don Welch
Title: MAYOR
Date: 2/7/12

Tracy A. Koranda
Tracy A. Koranda
City Clerk
2.7.2012

IDP ILLINOIS ACQUISITION COMPANY, LLC:
By: [Signature]
Name: Rick A. Nelson
Title: Vice President
Date: 1/23/2012

EXHIBIT A



Council Bill/Resolution No. 1123-2013

Sponsor: _____

A RESOLUTION

- AMENDING Resolution 1259-2012 by allocating \$39,286.00 in additional 2013 Community Development Block Grant (CDBG) funds as awarded by the Department of Housing and Urban Development (HUD) to the Alley Cat Boxing Club, Casa Guanajuato Quad Cities, Project Now Senior Center, and Salvation Army Family Emergency Assistance program;
- AMENDING Resolution 1259-2012 by reallocating \$294,384.43 of 2012 CDBG funds to the following activities: Neighborhood Abatement, Program CDBG Administration, Sidewalk Program, Code Compliance Program, Community Housing Services (CHS) Program, and CHS Service Delivery; and
- AUTHORIZING the Mayor to implement the above-mentioned projects, programs, and activities upon HUD's approval of the City's substantial amendment to its 2013 Consolidated Action Plan and to exercise any and all powers required to obtain such funding and to implement said projects, programs, and activities as set out in Exhibit "A."

WHEREAS, the allocation in additional 2013 CDBG funds is consistent with local and national objectives of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the reallocation of 2012 CDBG funds is consistent with local and national objectives of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the above-cited programs and activities were created to meet CDBG national objectives and program guidelines, including, but not limited to providing housing, human services, and park and recreational benefits for families and persons of low to moderate income.

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

BE IT FURTHER RESOLVED that Resolution 1259-2012 be amended by allocating \$39,286.00 in additional 2013 CDBG funds as awarded by the Department of Housing and Urban Development (HUD) to the Housing Neighborhood Services/CHS Program.

BE IT FURTHER RESOLVED that Resolution 1259-2012 be further amended by reallocating \$294,384.43 of 2012 CDBG funds to the following activities: Neighborhood Abatement, Program CDBG Administration, Sidewalk Program, Code Compliance Program, Community Housing Services (CHS) Program, and CHS Service Delivery.

Council Bill/Resolution No. 1123-2013

Sponsor: _____

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BE IT FURTHER RESOLVED that the Mayor to implement the above-mentioned projects, programs, and activities upon HUD's approval of the City's substantial amendment to its 2013 Consolidated Action Plan and to exercise any and all powers required to obtain such funding and to implement said projects, programs, and activities as set out in Exhibit "A."

CITY OF MOLINE, ILLINOIS

Mayor

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Program Year 2013 CDBG Allocation and Reallocation Summary

PROGRAM	DESCRIPTION	ORIGINAL AMOUNT	AMENDED AMOUNT
Alley Cat Boxing Club	Funds will assist in travel, boxing matches, boxing shows, purchase of equipment, registration fees and insurance; as well as scholarships for education expenses for specific fighters who meet the CDBG criteria.	\$4,500	\$16,000
Casa Guanajuato	Funding will be used for renovations and ADA upgrades for the Early Childhood Learning Center and Community room located at 1401 16 th Street	\$5,000	\$13,286
City of Moline – Façade	Leverage of public funding to attract private sector reinvestment in order to rehabilitate and renovate commercial buildings within identified low to moderate census block groups.	\$7,500	No Change
Cloverleaf Community Committee	Funds will be used to facilitate field trips, activities, and programs that will reduce juvenile delinquency and stimulate positive behavior in the community, particularly in youth. All projects will benefit the Cloverleaf community, a low to moderate income neighborhood.	\$2,500	\$0.00
Code Compliance	The City's Neighborhood Improvement Officer (NIO) performs the lead role in the prevention, enforcement and abatement of housing; nuisance, vegetation, zoning and sign code violations. The NIO serves as the City's liaison to neighborhood groups and residents for problem identification and solutions. \$31,739.62 of funding will come from the City's entitlement funds while the remaining \$1,760.38 will be used from the carryover from 2012.	\$33,500	No Change
Community Housing Services Program (AMENDED)	This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds emergency repairs for low-income residents. \$138,690.77 of funding will come from the City's entitlement funds while the remaining \$161,309.23 will be funded from carryover from 2012.	\$255,000	\$300,000
Community Housing Services Program – Emergency	This program provides assistance for re-investment in the City's existing housing stock based on emergency criteria. It also helps revitalize neighborhoods, and maintains/increases property values for low-income residents	\$45,000	No Change
Community Housing Services Program - Roof Program (NEW ACTIVITY)	This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds roof repair and replacement for low-income residents.	\$0.00	\$120,000
Community Housing Services Program – Service Delivery (AMENDED)	Customer assistance with the Community Housing Services program requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification clarification, project progress,	\$140,000	\$120,000

	payouts, etc., as well as equipment and supplies utilized, are all identified as program soft costs. \$64,846.94 of funding will come from the City's entitlement funds while the remaining \$55,153.06 will be funded from carryover from 2012.		
Florecente C.O.P.	Funds will be used to prevent crime through an emphasis on police and child development. Funds will finance neighborhood specific classes for police officers related to gang awareness and school violence. Other funds will assist with registration and other fees related to organized sports for children of families who could not afford it otherwise. Other projects include field trips and family events that serve to unite the community and provide positive reinforcement for area youth. All projects benefit low to moderate income families in the Florecente neighborhood.	\$11,000	No Change
Main Street (AMENDED)	The focus of the Main Street Program is to revitalize historic districts through events, promotions, marketing, retail/commercial growth and historic revitalization. These funds will support the delivery/technical assistance of the Main Street program to business owners and the marketing of the program in order to create and maintain a vibrant downtown as well as jobs at these small businesses.	\$0.00	\$7,099.03
Neighborhood Abatement (AMENDED)	These funds will provide the tools to work with neighbors and property owners toward responsible upkeep or last resort demolition. They will also assist with environmental and nuisance activities that include property compliance abatement to structural demolition. These funds will be coming from carryover from 2012.	\$0.00	\$ 12,561.80
One Moline Place (NEW ACTIVITY)	Funds will be used to complete the infrastructure in undeveloped area of Moline. Infrastructure will be used to encourage the development of new housing. \$132,024.12 of funding will be used from the City's entitlement funds while the remaining \$53,060.43 will come from carryover from 2012.	\$0.00	Unknown
Administration – General (AMENDED)	The recommended allocation will help provide funding for at least one FTE of the Planning and Development Department employees. The recommended allocation will also reimburse the City for any administrative expenses required to maintain a continuing capacity for planning, managing, monitoring, and evaluating the CDBG Program pursuant to Federal statutes and regulations, thereby ensuring compliance with said program requirements. \$91,991.04 of funding will be used from the City's entitlement funds while the remaining \$48,599.96 will come from carryover from 2012.	\$132,734	\$140,591
Project NOW Senior Center	Funding will be used for transportation, vehicle operation, fuel and maintenance for the Senior Center fleet that is used to transport senior and disabled citizens to appointments and daily living activities.	\$8,000	\$20,000
Salvation Army	Funds will be used to facilitate the organization's Emergency Assistance Program, which provides referrals, a food pantry, and rent/utility assistance to those who show financial need. This work is done on a client by client basis, specifically to assist individuals with low to moderate income.	\$7,500	\$15,000

Sidewalks (NEW ACTIVITY)	Funds will be used in conjunction with the City of Moline's existing Sidewalk Program in our Engineering Department. Citizens meeting eligibility requirements (i.e, Low/Mod income, eligible census tract) will receive funds to replace sidewalks in front of their property that no long meet code requirements. \$15,000 of funding will come from the City's entitlement funds while the remaining \$15,000 will come from carryover from 2012.	\$0.00	\$30,000
Springbrook C.O.P.	Funds will be used to educate officers on dealing with neighborhood specific issues such as domestic violence, abuse, and mental health issues. Residents will also benefit from classes related to effective parenting and safety. Other funded programs include activities, services, equipment, and supplies associated with projects that will stimulate personal growth and positive behavior in the community, particularly in youth. All projects will benefit the Springbrook community, a low to moderate income neighborhood.	\$8,435	No Change
WVIK	Funding will be used to purchase replacement receivers and supplies for the APRIS program. APRIS is a broadcast system that provides local and regional news to visually and mobility impaired persons.	\$3,000	No Change

Council Bill/Resolution No. 1124-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to establish a Public Hearing date for Tuesday, October 1, 2013, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the Riverbend Commons Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

WHEREAS, the public hearing for the Riverbend Commons Redevelopment Project Area has been scheduled for Tuesday, October 1, 2013, at 6:45 p.m.; and

WHEREAS, the City of Moline, Illinois desires to adopt tax increment financing ("TIF") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. Seq.*, as amended; and

WHEREAS, pursuant to State statute, prior to the creation of a TIF district, a public hearing must be held for the purposes of reviewing the TIF redevelopment plan.

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 establish a Public Hearing date of Tuesday, October 1, 2013, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the Riverbend Commons Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

CITY OF MOLINE, ILLINOIS

Mayor

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1125-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to establish a Public Hearing date for Tuesday, October 1, 2013, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the Quad Cities Station Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

WHEREAS, the public hearing for the Quad Cities Station Redevelopment Project Area has been scheduled for Tuesday, October 1, 2013, at 6:45 p.m.; and

WHEREAS, the City of Moline, Illinois desires to adopt tax increment financing ("TIF") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. Seq.*, as amended; and

WHEREAS, pursuant to State statute, prior to the creation of a TIF district, a public hearing must be held for the purposes of reviewing the TIF redevelopment plan.

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 establish a Public Hearing date of Tuesday, October 1, 2013, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the Quad Cities Station Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

CITY OF MOLINE, ILLINOIS

Mayor

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 1126-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to execute a Sponsored Research Agreement with the University of Illinois in the amount of \$88,952.00, to conduct a one year water treatment optimization study.

WHEREAS, the City plans to conduct a one year water treatment optimization study to identify potential changes and enhancements that will further optimize treatment efficiency and finished water quality; and

WHEREAS, the University of Illinois Department of Civil and Environmental Engineering is eminently qualified to provide the professional and technical services associated with the scientific research that is required to accomplish this goal; and

WHEREAS, Staff and the Project consultant, Strand Associates, Inc., have determined that the proposal from Terracon Consultants Inc. best meets the City's needs and requirements.

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

That the Utilities General Manager is hereby authorized to execute a Sponsored Research Agreement with the University of Illinois in the amount of \$88,952.00, to conduct a one year water treatment optimization study; provided said proposal 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

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____

City Clerk

Approved as to Form:

City Attorney



SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its Urbana-Champaign campus through the Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and CITY OF MOLINE, organized and existing under the laws of the State of Illinois with its principal offices at 30 18th Street, Moline, IL 61265 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

The Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit; and

UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

1.0. THE RESEARCH

1.1. STATEMENT OF WORK. UNIVERSITY will use reasonable efforts to perform the research project titled Water Treatment Optimization Study and more fully described in the statement of work attached to this Agreement as Exhibit A ("Research").

1.2. REPORTS. UNIVERSITY will furnish to SPONSOR progress reports by phone conference every three months of the Research and by a final report at the end of the Research.

1.3. PRINCIPAL INVESTIGATOR. The Principal Investigator who will direct the Research for UNIVERSITY is Wen-Tso Liu. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR's written approval. Either Party may terminate this Agreement in accordance with Section 3.5 if the Parties cannot agree on an acceptable successor within a reasonable time.

1.4. PERFORMANCE PERIOD. UNIVERSITY will perform the Research during the period 08/16/13 through 08/15/14 ("Performance Period"). The Parties may extend the Performance Period by written amendment.

1.5. EQUIPMENT/SUPPLIES. Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

2.0. RESEARCH COSTS

2.1. BUDGET. SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") described in Exhibit B ("Budget") that UNIVERSITY incurs in performing the Research. The F&A cost rate set forth in the Budget will remain in effect during the Performance Period. SPONSOR is not liable for costs other than

Agreement # _____

the Research Costs described in the Budget, and UNIVERSITY is obligated to perform only the Research funded by SPONSOR.

2.2. PAYMENT SCHEDULE. SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows:

This is a cost-reimbursement agreement. No more frequently than monthly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Research Costs incurred by UNIVERSITY in performing the Research. SPONSOR will pay the full amount due within 30 days from its receipt of an invoice.

This is a fixed-price agreement. Within 30 days of the Effective Date, SPONSOR will pay UNIVERSITY \$66,714 and \$22,238 upon receipt of final report for total compensation of \$88,952.

2.3. REMITTANCE. SPONSOR will pay UNIVERSITY through one of the following two payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois at Urbana-Champaign
Grants & Contracts
P.O. Box 4610
Springfield, IL 62708-4610
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	East Old State Capitol Plaza P.O. Box 19266 Springfield, IL 62794-9266 USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

3.0. EFFECTIVE DATE AND TERMINATION

3.1. EFFECTIVE DATE. This Agreement is effective on the date signed by the last of the Parties to sign this Agreement unless otherwise provided in this section as follows: 08/16/2013 ("Effective Date").

3.2. EXPIRATION. This Agreement will expire on the end date of the Performance Period, unless sooner terminated in accordance with this Section 3.

3.3. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience by providing 60 days' advance written notice to the other Party.

3.4. TERMINATION FOR BREACH. Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

3.5. IMMEDIATE TERMINATION. Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR's failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

3.6. EFFECT OF TERMINATION. If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

4.0. CONFIDENTIAL INFORMATION

4.1. CONFIDENTIALITY OBLIGATION. Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed.

4.2. RESPONSE TO INFORMATION REQUESTS. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

5.0. PUBLICATION/PUBLIC PRESENTATIONS

5.1. REVIEW PERIOD. UNIVERSITY researchers may publish or publicly disclose non-confidential Research results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), UNIVERSITY will either revise the publication to eliminate such disclosures,

or will delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

5.2. COPIES OF PUBLICATIONS. UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

5.3. ACKNOWLEDGMENT. Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

6.0. INTELLECTUAL PROPERTY

6.1. INVENTIONS. "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees or solely by SPONSOR employees through significant use of UNIVERSITY resources ("UNIVERSITY Inventions"). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees ("SPONSOR Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees ("Joint Inventions").

6.2. CONFIDENTIALITY OF INVENTION DISCLOSURES. UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Office of Technology Management ("OTM"). SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR's obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

6.3. PATENTS

6.3.1. PATENT FILING. UNIVERSITY may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention. UNIVERSITY also will, at SPONSOR's request and expense, file patent applications in the United States for UNIVERSITY or Joint Inventions. SPONSOR will make any such request to UNIVERSITY in writing and within 60 days of UNIVERSITY's notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR's expense and will give SPONSOR reasonable opportunity to comment.

6.3.2. FOREIGN FILING ELECTION. SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

6.3.3. COSTS. If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

6.4 LICENSING. For any patent application on a UNIVERSITY Invention or Joint Invention, UNIVERSITY grants to SPONSOR (a) a non-exclusive, non-transferable, royalty-free license to practice the Invention for non-commercial purposes; and (b) the option to negotiate a royalty-bearing commercial license in a designated field of use and territory, which SPONSOR may

elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention and its interest in the Joint Invention to third parties without further obligation to SPONSOR.

6.5. BACKGROUND INTELLECTUAL PROPERTY. Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement.

6.6. CREATE ACT. The Parties agree by marking this box that this Agreement constitutes a "joint research agreement" as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, 35 U.S.C. § 103(c)(3). In the event of any Inventions, the Parties will reasonably cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness rejection of a patent application.

6.7 COPYRIGHTS

6.7.1. OWNERSHIP. Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

6.7.2. INTERNAL USE LICENSE. UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works other than computer software and its documentation and informational databases for SPONSOR's internal research purposes, provided that SPONSOR shall not have the right to distribute copies or derivative works to third parties. For UNIVERSITY-owned Copyrightable Works that are identified as a deliverable under the Statement of Work and in the nature of computer software (and its documentation) or informational databases, UNIVERSITY grants to SPONSOR for SPONSOR's internal research purposes a royalty-free, non-transferable, non-exclusive license to use, reproduce, prepare derivative works, display and perform such Copyrightable Works.

7.0. TANGIBLE RESEARCH PROPERTY. "Tangible Research Property" ("TRP") means those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research. For purposes of illustration, TRP may include items such as: biological materials, computer media, drawings and diagrams, integrated circuit chips, prototype devices, and equipment. UNIVERSITY shall hold title to all TRP produced by UNIVERSITY with UNIVERSITY resources; provided, however, that title to TRP identified as a deliverable under the statement of work will vest in SPONSOR upon delivery by UNIVERSITY.

8.0. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

9.0. LIMITATION OF/RELEASE FROM LIABILITY

9.1. LIMITATION OF LIABILITY. UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR'S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. RELEASE FROM LIABILITY. SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data, Inventions, Copyrightable Works, TRP, or any other Research results provided by UNIVERSITY.

10.0. GENERAL PROVISIONS

10.1. FISCAL MANAGEMENT. UNIVERSITY will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the accounting records available for inspection and audit by SPONSOR or its authorized agent, at reasonable times upon reasonable notice at SPONSOR's expense for three years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which Research Costs are incurred.

10.2. USE OF NAMES. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois, Third Floor Swanlund Administration Building, 601 East John Street, Champaign, IL 61820; fax (217) 244-7124.

10.3. RELATIONSHIP OF THE PARTIES. Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

10.4. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

10.5. THIRD PARTY BENEFICIARIES. This Agreement does not create any rights, or rights of enforcement, in third parties.

10.6. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

10.7. MERGER. This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or

written, between the Parties relating to this Agreement. All terms and conditions of any instruments, including purchase orders, issued by SPONSOR to facilitate payment under this Agreement are void, even though they may be issued after the signing of this Agreement.

10.8. AMENDMENTS. No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

10.9. COUNTERPARTS. The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.

10.10. ASSIGNMENTS. This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

10.11. FORCE MAJEURE. Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

10.12. EXPORT CONTROL. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

10.13. RESOLUTION OF DISPUTES. The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

10.14. SURVIVAL. All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

10.15. WAIVER. No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

10.16. NOTICES. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to the Sponsored Research Agreement:*

University of Illinois
Director, Office of Sponsored Programs & Research Administration
1901 South First Street
Champaign, IL 61820-7406
Telephone: (217) 333-2187
Fax: (217) 239-6830

UNIVERSITY: *For matters related to intellectual property and licensing:*

University of Illinois
Director, Office of Technology Management
319 Ceramics Building
105 South Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 333-7862
Fax: (217) 265-5530

SPONSOR: City of Moline Attn: Gregory Swanson
30 18th Street, Moline, IL. 61265
gswanson@moline.il.us
Telephone: 309-524-2300
Fax: 309-524-2314

10.17. AUTHORIZED SIGNATORIES. Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

SPONSOR

Walter K. Knorr, Comptroller

Signature

Date _____

Name and Title of Authorized Signatory

Date _____

UNDERSTOOD AND AGREED:

Principal Investigator

Approved for form by University Counsel: LMP/20100625

Proposing Agency: The Board of Trustees of the University of Illinois
c/o Office of Sponsored Programs and Research
Administration
1901 South First Street Suite A
Champaign, Illinois 61820

Title of Project: Water Treatment Optimization Study

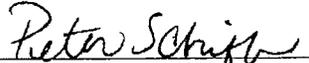
Principal Investigator: Wen-Tso Liu
205 North Mathews Avenue
Urbana, Illinois 61801
(217) 265-8039
wtliu@illinois.edu

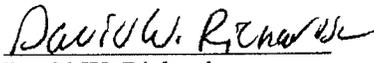
Co-Principal Investigator: Thanh H. Nguyen
205 North Mathews Avenue
Urbana, Illinois 61801
(217) 244-5965
thn@illinois.edu

Administrative Officer: David W. Richardson
AVCR/Director, OSPRA
1901 South First Street Suite A
Champaign, IL 61820
(217) 333-2187(voice)
(217) 239-6830 (fax)

Funds Requested: \$88,952

Period of Performance August 16, 2013 – August 15, 2014


Peter E. Schiffer
Chair, Campus Research Board


David W. Richardson
AVCR/Director, OSPRA

Water Treatment Optimization Study Summary

June 2013

Introduction:

Water Division staff proposes entering into an agreement with the University of Illinois' Department of Civil and Environmental Engineering (CEE) to conduct a one-year water treatment optimization study. The ultimate goal of the study is to identify potential changes and enhancements that will optimize treatment efficiency and finished water quality. This summary outlines key elements of the proposed study.

Optimization Goals:

- Enhance TOC removal from current average of 46% to 60% or greater
- Enhance UVT control to increase low CFE UVT from 70% to 75% or greater
- Enhance taste and odor control
- Enhance disinfection byproduct formation control
- Enhance removal of currently unregulated contaminants (pharmaceuticals, personal care products, etc.)
- Enhance clarification and softening process to maximize finished water alkalinity
- Enhance clarification and softening process to minimize calcium carbonate deposition on filter media

Approach:

The first component of the optimization study will involve sampling and testing of water at eight points of the treatment train, beginning with raw water and ending with finished water, over a significant period of time to encompass varying treatment conditions. These samples will be analyzed for a wide variety of parameters, with the more routine analyses being performed by Moline staff and the more specialized testing, including characterization of NOM (nature organic matters), being performed by CEE.

The second component of the study will involve CEE bench scale studies of potential treatment train modifications based upon phase 1 findings. These bench scale studies will assess the potential benefits and detriments associated with altering the current sequence of chemical additions and dosing practices.

The third component of the study will evaluate the effectiveness of recarbonation. The outcome can prevent the deposition of calcium carbonate on filter media.

The fourth component of the study will evaluate the formation of DBPs under potential treatment train modification.

The last component of the study will involve development of recommendations for plant-scale treatment modifications and related assessment testing. The studies and recommendations will serve as the basis for IEPA permitting and plant operational control.

Study Team:

Moline's portion of the study team will consist of: the Utilities GM, who will provide project oversight and facilitate communications; the Water Laboratory Chemist, who will oversee sampling, shipping and in-house analyses, and the Water Plant Manager who will provide operational and equipment performance insight. This group will be supported by the Laboratory Technician, O&M Specialist and other Water Division personnel, as required.

CEE's portion of the study team will consist of: Professor Wen-Tso Liu, who will provide project oversight and facilitate communications; Associate Professor Helen Nguyen, who will provide oversight of CEE analyses, treatment alternatives development and bench scale studies; and a postdoctoral scientist, who will

perform CEE analyses and bench scale studies. The CEE study team will provide research level expertise and high-end organics testing that is not available through commercial laboratories. The estimated cost of the CEE study team is \$88,952 which includes salaries, lab consumables, multiple site visits and other study related costs. Proposed starting date is August 16, 2013.

Optimization Study Budget

Budget			
Item	Description	Time	Cost
<i>A. Senior Personnel</i>			
<i>B. Other Personnel</i>			
	Post Doctoral Research Associate	12.0 months	48,984
	Total Salary and Wages		48,984
<i>C. Fringe</i>			
	Academic 44.67%, RA 5.99%, Hourly 7.79%		21,881
	Total Personnel		70,865
<i>D. Equipment</i>			
<i>E. Travel</i>			
	Domestic (8 trips to Moline, \$500/trip)		4,000
	Foreign		-
<i>G. Other Direct Costs</i>			
	Materials and Supplies		6,000
	Publications		-
	Services		-
	Sub Contract -		-
	Tuition -- N/A		-
	Total Other Direct Costs		6,000
	<i>Total Direct Costs</i>		80,865
<i>I. Indirect Costs</i>			
	Facilities and Admin. 10% of UIUC TDC		8,087
	Total Project Cost		\$ 88,952

Council Bill/Resolution No. 1127-2013
Sponsor: _____

A RESOLUTION

CONSIDERING all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning “Chapter I – Administration,” and “Chapter V – Applications for Original Appointment – Fire,” and “Chapter VI – Examinations for Original Appointment – Fire,” and “Chapter VII – Promotions – Fire,” and

APPROVING same as an exercise of the City's Home Rule Powers.

WHEREAS, the Moline Code of Ordinances authorizes the Board of Fire and Police Commissioners to adopt rules and regulations; and

WHEREAS, the Board of Fire and Police Commissioners has proposed and adopted rules and regulations; and

WHEREAS, these rules and regulations pertain to the government and affairs of the City of Moline and are an integral aspect of the City's self-government under its home rule powers granted under the Illinois Constitution of 1970; and

WHEREAS, certain of these rules and aspects thereunder may conflict with state law, but this council deems them appropriate as an exercise under its home rule powers and consistent with Section 2-4406 of the Moline Code of Ordinances.

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

That the proposed “Chapter I – Administration,” and “Chapter V – Applications for Original Appointment – Fire,” and “Chapter VI – Examinations for Original Appointment – Fire,” and “Chapter VII – Promotions – Fire” of the Rules of the Board of Fire and Police Commissioners of the City of Moline, Illinois, 2013 and any and all rules and regulations promulgated, proposed, adopted or approved by such Board on Exhibit A, attached hereto, are hereby considered, ratified, and approved, including any such rules that would otherwise violate, contradict or conflict with state statutes, and the City of Moline hereby exercises its Home Rule Powers under the Illinois Constitution to legislatively adopt and ratify such rules and regulations, notwithstanding the powers, duties, and procedures established by state law in the Board of Fire and Police Commissioners, and said board shall have the powers and duties authorized or established in state law or in said rules and regulations; provided, however, that where said rules and regulations conflict with state law, the powers established by said rules and regulations shall control.

Council Bill/Resolution No. 1127-2013

Sponsor: _____

Page 2

CITY OF MOLINE, ILLINOIS

Mayor

August 13, 2013

Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Exhibit A

RULES OF THE BOARD OF FIRE AND POLICE COMMISSIONERS CITY OF MOLINE, ILLINOIS

As adopted by the Board of Fire and Police Commissioners of the City of Moline, Illinois, on April 19, 1993. Subsequent amendments listed following document.

CHAPTER I - ADMINISTRATION

Section 1. SOURCE OF AUTHORITY

The Board of Fire and Police Commissioners of the City of Moline derives its power and authority from Section 2-4400 of the Code of Ordinances, City of Moline, Illinois.

Section 2. DEFINITIONS

The word "commission" and/or "board" wherever used shall mean the Board of Fire and Police Commissioners of the City of Moline. The word "officer" shall mean any person holding a permanent office in the Police or Fire Departments of the City of Moline. The word "day" shall mean calendar day; except in disciplinary matters, the word "day" shall mean 8 hours of work within the Police Department and 10.83 hours of work within the Fire Department. The masculine noun or pronoun includes the feminine. The singular includes the plural, and the plural, the singular.

Section 3. OFFICERS OF THE BOARD AND THEIR DUTIES

The Board shall annually, on the first meeting in June, elect a chairman who shall hold office until the end of the fiscal year of the municipality and until a successor is duly elected and qualified. The chairman shall be the presiding officer at all meetings. The secretary shall keep the minutes of all meetings of the Board and shall be the custodian of all forms, papers, books, records, and completed examinations of the Board with the assistance of a recording secretary to be designated and provided by the City of Moline.

Section 4. MEETINGS

Regular meetings shall be held monthly as posted and shall be published and open. Special meetings shall be open, notice of which shall be forty-eight (48) hours prior to convening by the filing of a notice in writing in the City Clerk's office and any other notice as required by law. This notice shall set forth the time and place of such special meeting. No business shall be considered at such meeting unless by unanimous consent of the Board, except that business for which the meetings was called to consider. Special meetings may be called by any member with concurrence of any other member.

During any regular or special meeting an executive session may be called for by any single member of the Board for the purpose of discussing personnel. Executive sessions may be limited to Board members and legal counsel and such invited persons as the Board may deem necessary.

Section 5. QUORUM

Two members of the Board shall constitute a quorum for the conduct of all business.

Section 6. ORDER OF BUSINESS.

The order of business at any meeting shall be (1) Approval of the Minutes of any prior meetings, (2) Communications, (3) Unfinished Business, (4) New Business, (5) Adjournment.

Section 7. PROCEDURE

All meetings shall be informal. If deemed by the Commission to be appropriate to resolve a point of order, the parliamentary procedure prescribed in Robert's "Rules of Order" For Small Groups shall be followed.

Section 8. AMENDMENTS

Amendments to the rules of the Board may be made at any meeting of the Board. All amendments shall forthwith be printed for distribution and notice shall be given of the place or places where said rules may be obtained. Such notice shall be published in a newspaper of general circulation in the City of Moline. The notice shall specify the date, not less than ten days subsequent to the date of such publication, when rules or amended rules go into effect.

Section 9. ANNUAL REPORT AND BUDGET REQUEST

The Board shall submit an Annual Report of its activities as required by statute. The Board shall meet with the City Administrator at an appropriate time to determine budgetary requirements of the Board.

CHAPTER V - APPLICATIONS FOR ORIGINAL APPOINTMENT - FIRE

Section 1. RESIDENCE

Applicants for examination for appointment to the Fire Department must be citizens of the United States and agree to live within the boundaries established by ordinance or applicable labor agreement within the time prescribed by ordinance.

Section 2. APPLICATION FORMS

Applications for positions shall be filed upon forms furnished by the Human Resources Office and applicants must comply with the requirements of said form in every respect. Applications must be filed with the Human Resources Office prior to taking an examination by a date established by the Commission and duly published.

The application as attached shall include the following releases and/or documents, which must be executed by all applicants:

- (a) Physical ability test liability release.
- (b) Privacy waiver and credit check authority.
- (c) Compliance with rules.
- (d) Reference release.
- (e) Residency agreement.

The applicant shall furnish with the application a copy of said applicant's military service record and discharge papers (DD Form 214 long form), and paramedic certification and firefighter certification, if applicable.

A false statement knowingly made by a person in an application for examination, connivance in any false statement made in any certificate which may accompany such application or complicity in any fraud in any manner related to same shall be regarded as good cause for exclusion from the examination, and, if appointed, shall be regarded as good cause for discharge.

Section 3. DISQUALIFICATION

Always subject to all applicable state and federal non-discrimination laws, rules and regulations, the Chief may refuse to examine an applicant or, after examination, refuse to certify the applicant as eligible:

- (a) Who is found lacking in any of the established preliminary requirements for the service for which he or she applies.
- (b) Who is physically unable to perform the duties of the position to which he or she seeks appointment as to be determined by agility and/or physical tests or examinations.
- (c) Who has been convicted of a felony or who has been found by a court of law to be guilty of or has pled guilty to a felony.
- (d) Who has been dismissed from any public service for good cause.
- (e) Who has attempted to practice any deception or fraud in his or her application.
- (f) Who does not possess a high school education or its equivalent.

(g) Who has received less than an honorable discharge from any branch of the Armed Forces of the United States of America.

(h) Who has been convicted of Driving Under the Influence within five (5) years prior to the deadline to submit an application.

An individualized assessment may be conducted prior to a disqualification related to criminal conduct to ensure the exclusion is job related and consistent with business necessity. Any applicant disqualified under (c), (d), (g) and/or (h) of this Section shall have an opportunity to establish to the Board that he/she has been rehabilitated upon request as stated hereinbelow.

Any applicant shall be notified by the Human Resources Office on behalf of the Chief of such disqualification and, upon written request made by the applicant within five days after receipt of such notice, shall be given the opportunity to be heard for good cause in front of the Board. The Board shall require proof of rehabilitation by the applicant beyond a reasonable doubt in cases where (c) or (g) above is involved. In all other cases where (d) and/or (h) are involved, the applicant shall be required to prove rehabilitation by a preponderance of the evidence.

A list of disqualified applicants under this section shall be provided to the Board with an explanation as to why disqualification occurred immediately upon disqualification.

Always subject to all applicable state and federal non-discrimination laws, rules and regulations, only the Commission may refuse to examine an applicant or, after examination, refuse to certify the applicant as eligible:

(i) Who uses or has used narcotics or intoxicating beverages to excess.

(j) Who has been convicted of any misdemeanor involving moral turpitude, excluding a conviction of Driving Under the Influence within five years prior to the deadline to submit an application. (See Appendix A for list.)

(k) Who may be found disqualified in personal qualifications or health or physical qualifications as determined by cursory testing.

(l) Whose character and employment references are unsatisfactory.

An individualized assessment may be conducted prior to a disqualification related to criminal conduct to ensure the exclusion is job related and consistent with business necessity. Any applicant disqualified under (i), (j) and/or (l) of this Section shall have an opportunity to establish to the Board that he/she has been rehabilitated upon request as stated hereinbelow.

Any applicant shall be notified by the Board of such disqualification and, upon written request made by the applicant within five days after receipt of such notice, shall be given the opportunity to be heard for good cause. In all cases where (i), (j), or (l) is in question, the applicant shall be required to prove rehabilitation by a preponderance of the evidence.

Section 4. INCOMPLETE APPLICATIONS

If the application is returned incomplete, the applicant will be disqualified.

Section 5. PHYSICAL AND MEDICAL EXAMINATIONS

After an offer of employment is made, applicants for original appointment shall be required to submit to a physical and medical examination by a licensed physician of the City's choice, and a psychological examination performed by a licensed psychologist or psychiatrist selected by the Board.

Applicants must have vision correctable to 20/20.

Section 6. AGE REQUIREMENTS

Applicants for the Fire Department must be at least 20 years of age, but shall not be appointed until said applicant reaches 21 years of age. All applicants must be under 35 years of age, except as otherwise provided below:

(a) If a person is placed on an eligibility list and becomes over-age before being appointed, the person remains eligible for appointment until the list is abolished.

(b) If a person was previously employed as a full-time firefighter in a regularly constituted fire department of (i) any municipality or fire protection district located in Illinois, (ii) a fire protection district whose obligations were assumed by a municipality under Section 21 of the Fire Protection District Act, or (iii) a municipality whose obligations were taken over by a fire protection district.

(c) If a person has served a municipality as a regularly enrolled volunteer, paid-on-call, or part-time firefighter for the five (5) years immediately preceding the time that the municipality begins to use full-time firefighters to provide all or part of its fire protection service.

Proof of birth date will be required before appointment.

Section 7. NOTICE OF ACCEPTANCE

The Human Resources Office will notify all applicants whose applications have been accepted by the Board to be present for subsequent examinations.

CHAPTER VI - EXAMINATIONS FOR ORIGINAL APPOINTMENT - FIRE

Section 1. PREREQUISITE FOR APPOINTMENT ELIGIBILITY

Applicants for the position of Firefighter/Paramedic must have obtained their Illinois EMT-P certification or must be a pre-hospital RN prior to an offer of employment being made.

Section 2. TIME OF EXAMINATIONS

Examinations for original appointment to the Fire Department shall be held every other year upon the dates fixed by the Board and advertised in the local paper in accordance with state law.

The Board reserves the right to schedule examinations for original appointment at such times as in the Board's opinion are needed.

Any examination or other scheduled examination may be postponed, however, by order of the Board, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination.

Section 3. NOTICE OF EXAMINATIONS

A call for such examination shall be published by the Human Resources Office in accordance with the City's Equal Employment Opportunity Policy and shall include a statement of the following:

- (a) The time and place where the first phase of the examination will be held.
- (b) A statement of the nature and types of examination required.
- (c) A statement that applications will be accepted for at least a two (2) week period, which shall terminate at least three (3) days before the date set for the first phase of the examination.
- (d) A statement that an eligibility list shall be prepared and posted by the Board at City Hall and at Fire Central Station within sixty (60) days from completion of the last phase of the examination and shall be sent to each applicant participating in the last phase of the examination.
- (e) A statement that an eligibility list shall not be valid for a period greater than two (2) years.

Section 4. TYPES OF EXAMINATIONS

There shall be three types of examinations: physical ability, written and oral. The subject matter of these examinations shall be such as will fairly test the capacity of the applicant to discharge the duties of the position for which the applicant seeks appointment.

Section 5. PHYSICAL ABILITY TEST

All applicants shall submit themselves to a bonafide, valid and job-related physical ability test in accordance with 65 ILCS 5/10-2.1-6.3 and as outlined in the initial application. Each applicant must submit to the examiner at the time of the physical ability test a valid driver's license for the purpose of verifying the applicant's identity. Applicants reporting after the posted starting time will not be allowed to participate.

Applicants shall be graded on the basis of pass-fail.

Section 6. WRITTEN EXAMINATIONS

Only applicants who have passed the physical ability test will be permitted to participate in the written examination. Each applicant must submit to the examiner at the time of the written examination a valid driver's license for the purpose of verifying the applicant's identity. Applicants reporting after the posted starting time will not be allowed to participate.

Applicants shall submit themselves to a valid and job-related written examination as adopted by the Board.

The written examination shall be scored on a basis of 100% maximum score. Applicants not receiving a score that is at or above the median score for all applicants participating in the written examination shall have failed. An applicant who is the knowing recipient of test information in advance of the written examination shall be disqualified from the examination or discharged from the position to which he or she was appointed, as applicable, and otherwise subjected to disciplinary actions.

A preliminary eligibility register shall be posted and applicants who have passed the physical ability test and written examination will be placed on the preliminary eligibility register in order of their relative excellence.

Section 7. ORAL INTERVIEW

Only those with a score that is at or above the median score for all applicants participating in the written examination will be eligible to participate in an oral interview.

The interview panel shall interview prospective candidates and shall be comprised of at least the following: at least two (2) commissioners, the Fire Chief or the Chief's designee, one (1) battalion chief, one (1) fire captain, and a representative from the City Human Resources Office. Individual panel members included must participate in all interviews for the particular position, except that a panelist will be excused if faced with an emergency situation that would create an undue hardship.

Questions shall be asked of the applicant that will enable the interview panel to evaluate and grade the applicant's ability to perform the core duties of the

position. Each applicant shall be asked the same set of questions all of which shall comply with Equal Employment Opportunity Commission/Illinois Department of Human Rights guidelines.

Each member of the interview panel will then grade the applicant using a 100-point scale. The applicant's grade will be the average of the combined grades.

Within 60 days after the oral interviews are completed, an initial eligibility register shall be posted by the Board. The initial eligibility register shall rank candidates in the order of their relative excellence based on the highest to the lowest total points scored on the written examination and oral interview.

Section 8. PREFERENCE POINTS

Applicants who successfully complete the physical ability test, written exam and oral interview may claim preference points as outlined below:

(a) Veteran preference. Applicants who were engaged in the military service of the United States for a period of at least one year of active duty and who were honorably discharged therefrom, or who are now or have been members on inactive or reserve duty in such military or naval service, shall be preferred for appointment to and employment with the Fire Department. Applicants claiming veteran preference will receive five (5) points to be added to their final grade.

(b) Educational preference. Applicants who have successfully obtained an associate's degree in the field of fire service or emergency medical services, or a bachelor's degree from an accredited college or university shall be preferred for appointment to and employment with the Fire Department. Applicants will receive points to be added to their final grade as outlined below:

Associate's degree in fire service or emergency medical services	1 point
Bachelor's degree	2 points

No candidate shall receive more than two (2) points for educational preference.

(c) Paramedic preference. Applicants who have obtained certification as an Emergency Medical Technician-Paramedic (EMT-P) shall be preferred for appointment to and employment with the Fire Department. Applicants claiming paramedic preference will receive 1 point to be added to their final grade.

(d) Experience preference. Applicants employed by a municipality who have been paid-on-call or part-time certified Firefighter II, State of Illinois or nationally licensed EMT-B or EMT-I, or any combination of those capacities shall be awarded 0.5 points for each year of successful service in one or more of those capacities, up to a maximum of 1 point. Certified Firefighter III and State of Illinois or nationally licensed paramedics shall be awarded 1 point per year up to a maximum of 2 points. Applicants from outside the municipality who were employed as full-time firefighters or firefighter-paramedics by a fire protection district or another municipality for at

least 2 years shall be awarded 5 experience preference points.

Upon request by the commission, the governing body of the municipality or in the case of applicants from outside the municipality the governing body of any fire protection district or any other municipality shall certify to the commission, within 10 days after the request, the number of years of successful paid-on-call, part-time, or full-time service of any person. A candidate may not receive the full amount of preference points under this subsection if the amount of points awarded would place the candidate before a veteran on the eligibility list. If more than one candidate receiving experience preference points is prevented from receiving all of their points due to not being allowed to pass a veteran, the candidates shall be placed on the list below the veteran in rank order based on the totals received if all points under this subsection were to be awarded. Any remaining ties on the list shall be determined by lot.

(e) Upon the furnishing of verifiable evidence and proof of qualifying preference credit, preference points will be added to each candidate's final grade after the physical ability test, written examination and oral interview. Candidates who are eligible for preference credit shall make a claim in writing to the Human Resources Office within 10 days after the posting of the initial eligibility list, or the claim shall be deemed waived.

Section 9. GRADING OF EXAMINATIONS

All grades are based on a maximum weighted grade of 100%.

<u>Examination</u>	<u>Grade</u>
Physical Ability Test	Pass or Fail
Written Examination	50% (weight) x (raw score / total available x 100)
Oral Interview	50% (weight) x (raw score / total available x 100)

Section 10. ELIGIBILITY REGISTERS

The Commissioners will approve three (3) eligibility registers as outlined below:

(a) Preliminary eligibility register. An applicant shall be placed on this list based on his or her passage of the physical ability component and his or her score on the written examination.

(b) Initial eligibility register. An applicant's position on this list shall be determined by the following: (i) the applicant successfully passing the physical ability component, (ii) the applicant's score on the written examination, and (iii) the applicant's results on the oral interview. The Commission shall post an initial eligibility register within 60 days of the oral interviews.

(c) Final eligibility register. Applicants shall be ranked on the final eligibility

register in the order of their relative excellence based on the highest to the lowest total points scored on the written examination, oral interview and preference points.

A dated copy of the final eligibility register shall be sent to each person appearing thereon, and shall be posted at City Hall and Fire Central Station. This copy shall include the date of expiration of the register two (2) years hence.

Section 11. REFERENCE CHECKS.

At the time of a vacancy, candidates who are ranked in the top 5% of the final eligibility register or the top 5 highest ranked candidates on the final eligibility register if the number of people who have a ranking in the top 5% of the eligibility register is less than 5 people shall have a reference check, a credit history check and a criminal history record check. The result of said checks shall be reviewed by the Board to determine if the applicant has a sound reputation, a satisfactory work record, a credit history with no pattern of avoiding just debts, and no criminal record involving felonies, or misdemeanors of moral turpitude. The Board may disqualify an applicant on the basis of these checks, in accordance with applicable federal and state laws.

Section 12. PROFESSIONAL EXAMINATIONS AND TESTS

Appointment from the final eligibility register is subject to the applicant passing a thorough medical examination including drug screen by a licensed physician of the City's choice; appointment is further subject to the applicant passing, with a rating of "recommended" or better, a bonafide, valid and job-related psychological examination performed by a licensed psychologist or psychiatrist of the City's choice, both of which are conducted after an offer of employment is made. If more than one (1) year has elapsed from the date of testing for physical ability, appointment is also subject to the applicant repassing the valid and job-related physical ability test administered pursuant to Section 5 of this Chapter.

Section 13. FINALITY

All results, documents, tests, grade sheets, and other examination pages shall be, and become, the property of the Board and the grading thereof by the Board shall be final and conclusive.

Section 14. PROBATIONARY APPOINTMENT

The Board shall appoint to a vacant firefighter/paramedic position the person with the highest ranking on the final eligibility register, provided, said candidate has met all requirements previously listed. If the Board has reason to conclude that the highest ranked person fails to meet the minimum standards for the position or if the Board believes an alternate candidate would better serve the needs of the department, then the Board has the right to pass over the highest ranked person and appoint either: (i) any person who has a ranking in the top 5% of the final eligibility register or (ii) any person who is among the top 5 highest ranked persons on the final eligibility register if the number of people who have a ranking in the top 5% of the final eligibility register is less than 5 people.

Original appointments to the Fire Department shall be for probationary period of not less than one year. Firefighters must obtain certification by the State of Illinois as a Firefighter II; continue to maintain a valid certification by the State of Illinois as a paramedic or be a pre-hospital RN; and possess a Class A, B, or C, Illinois driver's license, or equivalent, within the one year probationary period.

Any candidate may pass on an appointment once without losing his or her position on the final eligibility register. Any candidate who passes a second time may be removed from the final eligibility register by the Board provided that such action shall not prejudice a person's opportunities to participate in future examinations, including an examination held during the time a candidate is already on the final eligibility register.

Regular appointments shall be made by the Board after receiving the recommendation of the Chief. Such recommendation shall be forwarded to the Commission at least one month prior to the one year anniversary date of the original appointment. The Chief shall provide the probationary firefighter/paramedic notice of said recommendation within five (5) days after providing said recommendation to the Board. Said notice shall state whether the recommendation is to retain or dismiss the probationary firefighter/paramedic and the reasons therefore. The Commission shall act on said recommendation prior to the end of the probationary firefighter/paramedic's probationary period.

Section 15. PROBATIONARY DISCHARGE

The Chief of the department may discharge probationary firefighter/paramedics by providing the Board and the probationary firefighter/paramedic a notice in writing setting forth the reasons therefore. The Board may approve or disapprove said discharge without hearing; however, if the reason for discharge involves the commission of a crime or any other reason which at common law gives rise to a property interest, the Board shall provide a hearing prior to discharge. In no case shall a probationary firefighter/paramedic's discharge be effective until the Chief and the probationary firefighter/paramedic have received, in writing, from the Board, a notice that the Board has approved such discharge.

Section 16. CERTIFICATION

Final certification of probationary firefighter/paramedics shall be subject to successful completion of the Certified Firefighter Basic Training Course as prescribed by the Illinois Fire Protection Personnel Standard and Education Commission, the Emergency Medical Technician Course and certification as a paramedic by the State of Illinois within the prescribed probationary period. Inability to complete these courses successfully shall be grounds for dismissal.

CHAPTER VII - PROMOTIONS - FIRE

Section 1. GENERAL

The Board provides for promotion in the Fire Department on the basis of those who exhibit the greatest potential qualities of leadership. Vacancies within the Fire Department for the ranks of Lieutenant and Captain shall be filled in accordance with Article XL of the Labor Agreement between the City of Moline, Illinois and The International Association of Firefighters, Local #581 (hereinafter "labor agreement"). Said article is incorporated herein and made a part hereof by this reference thereto. The rank of Battalion Chief shall be made from permanently promoted Lieutenants and promoted Captains. Employees currently in the positions of Training Officer and Fire Inspector (Fire Marshal) will be eligible to apply for the rank of Battalion Chief provided they have been permanently promoted to the rank of Fire Captain or Fire Lieutenant. The rank of Deputy Chief is open to Battalion Chiefs and Captains; however, if there are no qualified candidates, the position will be opened to the next lower rank.

Section 2. APPLICATIONS

Any eligible Fire Department employee desiring to submit to the promotional examination shall file an application with the Human Resources Office on the form provided by the Board upon notice of pending promotional process. All applications will be forwarded to the Board.

Section 3. TYPES OF EXAMINATIONS

- (a) The promotional process for the ranks of Lieutenant and Captain shall be conducted in accordance with the labor agreement.
- (b) The promotional process for the rank of Battalion Chief or the rank of Deputy Chief will consist of an assessment center and oral interview. Testing will be conducted at the time a vacancy is to be filled.

1. The assessment center may consist of at least three (3) and up to six (6) individuals trained in the assessment center technique to conduct the assessment of the applicants for promotion to the rank of Battalion Chief or the rank of Deputy Chief. No more than one (1) assessor from any one department will participate in the assessment process. Maximum score is 100%. Applicants not receiving a score of at least 70% on the assessment shall not continue in the promotional process.

2. Oral interview is the next phase of testing. The interview panel shall consist of at least two (2) commissioners, the Chief, and two (2) chiefs from outside the department. A member of the Human Resources Office will also participate in the interview process as a non-rating member and will act as moderator and coordinator. Maximum score is 100%.

3. The final promotional score will be determined as follows:

Assessment Center	50%
Oral Interview	50%

Section 4. ELIGIBILITY REGISTER

- (a) The Board will approve an Eligibility Register based upon the final score obtained by candidates.
- (b) The Eligibility Register shall certify candidates in the order of excellence based upon their final scores.
- (c) A dated copy of the Eligibility Register shall be sent to each person appearing thereon, and posted. These copies shall include the date of expiration of the register (as specified in the labor agreement for the ranks of Lieutenant and Captain; two (2) years for the rank of Deputy Chief and Battalion Chief).
- (d) Promotional appointment from the register shall be as follows:

Ranks of Lieutenant and Captain: In accordance with the labor agreement.

Rank of Battalion Chief or Deputy Chief: Following a review of the past three (3) annual performance evaluations, the Chief shall make a recommendation to the Board from the top three (3) candidates on the Deputy Chief eligibility register.
- (e) The Board may elect to provide for a new examination for the rank of Deputy Chief before a Register has expired.

Section 5. PROBATIONARY APPOINTMENT

All promotions shall be for a probationary period of six months from the original date of promotion.

Regular promotions shall be made by the Board from the Eligibility Registers resulting from the promotional process.

Council Bill/Resolution No.: 1128-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Bi-State Regional Planning Commission, to prepare and submit an Illinois Transportation Enhancement Program (ITEP) grant application for replacement of the Sylvan Island Bridge, Moline, Illinois

WHEREAS, Sylvan Island Park provides hiking, mountain biking, and fishing to the public, enhancing Moline's quality of life; and

WHEREAS, the Sylvan Island Bridge provides the only public access to Sylvan Island; and

WHEREAS, at City Council identified Sylvan Island Bridge Replacement as a Top Priority for 2013-14.

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

That the City Council hereby authorizes the Parks Recreation Director to prepare and submit an ITEP grant application for the replacement of Sylvan Island Bridge, Moline, Illinois.

BE IT FURTHER RESOLVED that if the grant application is successful, the City would provide 20% local match for the project.

CITY OF MOLINE, ILLINOIS

Mayor

August 13, 2013
Date

Passed: August 13, 2013

Approved: August 27, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Local Assurance

This page must be signed for the project to be considered for funding

The project sponsor certifies that it is willing and able to manage, maintain and operate the project. The project sponsor possesses legal authority to nominate the transportation enhancement project and to finance, acquire, and construct the proposed project; and by this assurance the sponsor authorizes the nomination of the transportation enhancement project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the sponsor to act in connection with the nomination and to provide such additional information as may be required. The project sponsor affirms that, if selected, the project will commence within the time periods defined by the Sunset Clause (refer to Section H) and in accordance with departmental policies.

I certify that the information contained in this transportation enhancement application, including attachments, is accurate and that I have read and understand the information and agree to the assurances on this form.

Name: _____
Please print

Title: _____
Please print

Signature: _____ Date: _____

Project Sponsor: _____

AN ORDINANCE

AUTHORIZING the establishment of the Quad Cities Station and Riverbend Commons Tax Increment Financing District “Interested Parties” Registries and adopting registration rules for such registries.

WHEREAS, the City of Moline (The “City”) is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and affairs; and

WHEREAS, pursuant to Section 11-74.4-4.2 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 – 74.4-1, et seq. (the “Act”), the City is required to establish certain “interested parties” registries and adopt registration rules for such registries; and

WHEREAS, the City desires to adopt this ordinance in order to comply with such requirements of the Act.

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

Section 1 - That the above recitals are incorporated herein and made a part hereof.

Section 2 - That the Mayor or his designee, is hereby authorized and directed to create an “interested parties” registry in accordance with Section 11-74.4-4.2 of the Act for each redevelopment project created under the Act, whether now existing or created after the date of the adoption of this ordinance.

Section 3 - That in accordance with Section 11-74.4-4.2 of the Act, the City hereby adopts the registration rules attached hereto as Exhibit A as registration rules for each such “interested parties registry.” The Mayor, with the consent of the City Attorney as to form and legality, shall have the authority to amend such registration from time to time as may be necessary or desirable to comply with and carry out the purpose intended by the Act.

Section 4 - That if any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

Section 5 - That all ordinances or resolutions, or parts of either, in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6 - That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

Council Bill/General Ordinance No. 3022-2013

Sponsor: _____

Page 2

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit A

The City of Moline, Illinois

TIF INTERESTED PARTIES REGISTRY REGISTRATION RULES

- A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below.

“Act” shall mean the Tax Increment Allocation Redevelopment Act 65 ILCS § 5/11-74.4-1 et seq. As amended from time to time.

“City” shall mean City of Moline, a home rule unit of government under Section § 6(a) Article VII of the 1970 Constitution of the State of Illinois.

“Interested Party(s)” shall mean (a) any organization(s) active within the City (b) any resident(s) of the City, and (c) any other entity or person otherwise entitled under the Act to register in a specific Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.

“Redevelopment Project Area” shall mean a redevelopment project area that (a) is intended to qualify (or has subsequently qualified) as a “redevelopment project area” under the Act and (ii) is subject to the “interested parties” registry requirements of the Act.

“Registration Form” shall mean the form appended to these Registration Rules or such revised form as may be approved by the City consistent with the requirements of the Act.

“Registry” or “Registries” shall mean each interested parties registry, and all such registries, collectively, established by the City pursuant to Section § 11-74.4-4.2 of the Act for the Redevelopment Project Area.

- B. Establishment of Registry. The City shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established. The City shall establish a new registry whenever it has identified an area for study and possible designation as a Redevelopment Project Area. In any event the process of establishing the new registry must be completed prior to the deadline for sending any of the notices required by Section (J) of these rules or any other notices required by the Act with respect to the proposed Redevelopment Project Area.
- C. Maintenance of Registry. The Registries shall be maintained by the City Clerk or his or her designee. In the event the City determines that someone other than the Clerk should maintain the Registries, the City may transfer the responsibility for maintaining the Registries to such other Department provided that the City (i) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer and (ii) publishes notice of such transfer in a newspaper of general circulation in the City.

Exhibit A

- D. Registration by Residents. An individual seeking to register as an Interested Party with respect to a Redevelopment Project Area must complete and submit a Registration Form to the City Clerk. Such individual must also submit a copy of a current driver's license, lease, utility bill, financial statement or such other evidence as may be acceptable to the Clerk to establish the individual's current City residency.
- E. Registration by Organizations. An organization seeking to register as an Interested Party with respect to a Redevelopment Project Area must complete and submit a Registration Form to the City Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the City.
- F. Determination of Eligibility. All individuals and organizations whose Registration Form and supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the City Clerk's receipt of all such documents. The Clerk shall provide written notice to the registrant confirming such registration. Upon registration, Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable Redevelopment Project Area. If the City Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.
- G. Renewal and Termination. An Interested Party registration shall remain effective for a period of three (3) years. At any time after such three (3) year period, the City Clerk may provide written notice by regular mail to the Interested Party stating that such registration shall terminate unless the Interested Party renews such registration within thirty (30) days of the Clerk's mailing of written notice. To renew such registration, the Interested Party shall, within such thirty (30) day period, complete and submit the same Registration Form and supporting documentation then required of initial registrants in order to permit the Clerk to confirm such person's residency or such organization's operations in the City. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be renewed for an additional, consecutive three (3) year period. If the City Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30) days of receipt of the Clerk's notice. If all defects are not corrected within thirty (30) days of the Interested Party's receipt of the City Clerk's notice, the Interested Party registration shall be terminated. Any Interested Party whose registration is terminated shall be entitled to register again as if a first-time registrant.

Exhibit A

- H. Amendment to Registration. An Interested Party may amend its registration by giving written notice to the City Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.
- I. Registries Available for Public Inspection. Each Registry shall be available for public inspection during normal City business hours. The Registry shall include the name, address and telephone number of each Interested Person and for organizations, the name and phone number of a designated contact person.
- J. Notices to be Sent to Interested Parties. Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
- (i) pursuant to sub-section § 74-4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information, such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan:
 - (ii) pursuant to sub-section § 74-4.5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than ten (10) days following the City's adoption by ordinance of such changes.
 - (iii) pursuant to sub-section § 74-4-5 (c) of the Act, notice of amendments to previously approved redevelopment plans that do not: (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later

Exhibit A

than 10 days following the City's adoption by ordinance of any such amendment.

- (iv) pursuant to sub-section § 74.4-5(d)(9) of the Act for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the annual report described by sub-section § 74.4-5(d), including how to obtain the annual report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report.
- (v) pursuant to sub-section § 74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of 10 or more inhabited residential units or which will contain 75 or more inhabited residential units, such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

K. Non Interference These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.

L. Amendment of Registration Rules. These Registration Rules may be amended by the City subject to and consistent with the requirements of the Act.

Council Bill/Special Ordinance No. 4032-2013

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a temporary construction easement to the State of Illinois Department of Transportation (IDOT) for a three-year period over City-owned property located at 3620 38th Avenue, Moline, in exchange for IDOT's payment of \$14,326.00 to the City.

WHEREAS, IDOT wishes to obtain from the City a temporary construction easement over City-owned property located at 3620 38th Avenue, Moline, in conjunction with IDOT's proposed John Deere Road Reconstruction right-of-way project; and

WHEREAS, the City agrees to grant the temporary construction easement to IDOT for a three-year period and IDOT agrees to pay the sum of \$14,326.00 to the City in exchange for same; and

WHEREAS, the temporary construction easement is as described and limited on the attached Exhibit "A."

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

Section 1 – That the City Council hereby authorizes the Mayor and City Clerk to execute a temporary construction easement to the State of Illinois Department of Transportation (IDOT) for a three-year period over City-owned property located at 3620 38th Avenue, Moline, in exchange for IDOT's payment of \$14,326.00 to the City; provided, however, that said easement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Owner The City of Moline
Address 619 16th St.
Moline, Illinois 61265
Route FAP 595
County Rock Island
Job No. R-92-014-10
Parcel No. 063/E4
P.I.N. No.
Section (142-1,142)R
Project No.
Station 10+18
Station 14+14
LAL-12359/677R

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

CITY OF MOLINE, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Scott Raes, its Mayor, for and in consideration of Fourteen Thousand Three Hundred Twenty-six Dollars (\$14,326.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of grading and shaping and other highway purposes, on, over, and through the following described real estate:

A part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 1 West of the Fourth Principal Meridian, City of Moline, County of Rock Island, State of Illinois; described as follows:

Commencing at the southwest corner of said Southwest Quarter of Section 10; thence North 2 degrees 24 minutes 22 seconds East, 693.09 feet (Bearings and grid distances are referenced to the Illinois State Plane Coordinate System West Zone Datum of 1983(97)) on the west line of said Southwest Quarter, to the Point of Beginning.

From the Point of Beginning thence continuing North 2 degrees 24 minutes 22 seconds East, 35.92 feet on said west line, to the southerly right of way line of a public road designated Coal Town Road; thence South 77 degrees 08 minutes 25 seconds East, 192.37 feet on said southerly right of way line; thence South 74 degrees 58 minutes 24 seconds East, 128.65 feet on said southerly right of way line, to the westerly right of way line of 38th Street relocated; thence South 2 degrees 50 minutes 09 seconds West, 434.22 feet, to the northerly right of way line of a public

Parcel 063/E4,2

highway designated FAP Route 595 (John Deere Road); thence southwesterly on said northerly right of way line, 39.47 feet on a curve to the left, having a radius of 9,649.34 feet, a central angle of 0 degrees 14 minutes 04 seconds and the long chord of said curve bears South 88 degrees 22 minutes 46 seconds West, a chord distance of 39.47 feet; thence North 4 degrees 23 minutes 35 seconds East, 379.27 feet; thence North 13 degrees 47 minutes 11 seconds West, 44.72 feet; thence North 77 degrees 13 minutes 17 seconds West, 195.00 feet; thence South 12 degrees 48 minutes 55 seconds West, 69.42 feet; thence North 77 degrees 12 minutes 08 seconds West, 49.94 feet; thence North 0 degrees 00 minutes 00 seconds West, 61.53 feet; thence North 71 degrees 38 minutes 57 seconds West, 17.37 feet, to the Point of Beginning, containing 0.617 acre, more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

situated in the County of Rock Island, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate three (3) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Parcel 063/E4,3

Dated this _____ day of _____, 2013.

Attest:	<u>City of Moline</u> Name of Governmental Entity
By: _____	By: _____
Signature	Signature
<u>Scott Raes, Mayor</u> Print Name and Title	<u>Tracy A. Koranda, City Clerk</u> Print Name and Title

State of Illinois)
) ss
 County of Rock Island)

This instrument was acknowledged before me on _____, 2013, by
Scott Raes, Mayor and Tracy A. Koranda, City Clerk
 of City of Moline.

(SEAL) _____
 Notary Public

My Commission Expires: _____

This instrument was prepared by and after recording return to:
 Illinois Department of Transportation
 ATTN: Bureau of Land Acquisition
 819 Depot Avenue
 Dixon, IL 61021

Parcel 063/E4,6

P-30/LAL-12359/677R

FAP Route 595
Section (142-1,142)R
Parcel 063/E4

EASEMENT

The City of Moline

A part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 1 West of the Fourth Principal Meridian, City of Moline, County of Rock Island, State of Illinois; described as follows:

Commencing at the southwest corner of said Southwest Quarter of Section 10; thence North 2 degrees 24 minutes 22 seconds East, 693.09 feet (Bearings and grid distances are referenced to the Illinois State Plane Coordinate System West Zone Datum of 1983(97)) on the west line of said Southwest Quarter, to the Point of Beginning.

From the Point of Beginning thence continuing North 2 degrees 24 minutes 22 seconds East, 35.92 feet on said west line, to the southerly right of way line of a public road designated Coal Town Road; thence South 77 degrees 08 minutes 25 seconds East, 192.37 feet on said southerly right of way line; thence South 74 degrees 58 minutes 24 seconds East, 128.65 feet on said southerly right of way line, to the westerly right of way line of 38th Street relocated; thence South 2 degrees 50 minutes 09 seconds West, 434.22 feet, to the northerly right of way line of a public highway designated FAP Route 595 (John Deere Road); thence southwesterly on said northerly right of way line, 39.47 feet on a curve to the left, having a radius of 9,649.34 feet, a central angle of 0 degrees 14 minutes 04 seconds and the long chord of said curve bears South 88 degrees 22 minutes 46 seconds West, a chord distance of 39.47 feet; thence North 4 degrees 23 minutes 35 seconds East, 379.27 feet; thence North 13 degrees 47 minutes 11 seconds West, 44.72 feet; thence North 77 degrees 13 minutes 17 seconds West, 195.00 feet; thence South 12 degrees 48 minutes 55 seconds West, 69.42 feet; thence North 77 degrees 12 minutes 08 seconds West, 49.94 feet; thence North 0 degrees 00 minutes 00 seconds West, 61.53 feet; thence North 71 degrees 38 minutes 57 seconds West, 17.37 feet, to the Point of Beginning, containing 0.617 acre, more or less.



Receipt and Disbursement Statement

Owner City of Moline
Job No. R-92-014-10
Parcel No. 2141063

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering acres
Permanent Easement covering acres
Temporary Construction Easement covering 0.617 acres

all located in Rock Island County, Illinois as right of way for FAP Route 595, Section (142-1, 142)R dated 2013, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

- 1. The payment of the sum of Fourteen Thousand Three Hundred Twenty-Six Dollars (\$ 14,326.00) to Grantor as total consideration for the deed, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows:
3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

Table with 4 columns: Name*, TIN/FEIN/SSN, Address, Amount. Row 1: City of Moline, 619 16th Street Moline, IL 61265, \$ 14,326.00. Subsequent rows show empty cells and dollar signs.

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN.

5. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
- a. Transferor is the owner of the real property being conveyed;
 - b. Transferor is not a foreign person (as such term is defined in the Internal Revenue Code and Income Tax Regulations); and
 - c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt and Disbursement Statement and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: _____, 2013

Grantor:

Signature

Scott Raes, Mayor
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Tracy A. Koranda, City Clerk
(Print Name (and Title, if applicable))

Signature

(Print Name (and Title, if applicable))

Date: _____, 2013

Grantee:

The People of the State of Illinois, Department of Transportation

Robert Dempsey J.
for State of Illinois, Department of Transportation



Owner City of Moline
 Address 3620 38th Avenue
 Moline, IL 61265
 Route FAP Route 595
 Section (142-1, 142)R
 County Rock Island
 Project IL 5, John Deere Road
 Job No. R-92-014-10
 Parcel No. 2141063
 P.I.N. No. 1710300003
 Station
 Station
 Catalog No.
 Contract No.

State of ILLINOIS)
) ss.
 County of ROCK ISLAND)

I, Scott Raes, Mayor of the , City of Moline

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 - Vacant and unimproved Agricultural and unimproved
 - Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual **owner** of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2013 .

By: _____
Signature

Scott Raes, Mayor
Print Name and Title if applicable

State of ILLINOIS)
) ss
County of ROCK ISLAND)

This instrument was acknowledged before me on _____, 2013, by
Scott Raes, Mayor .

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Council Bill/Special Ordinance No.: 4033-2013

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the City-owned property at 3751 40th Avenue, Moline, to be surplus; and

AUTHORIZING the Mayor and City Clerk to execute documents necessary to sell and convey the property located at 3751 40th Avenue, Moline, to the State of Illinois Department of Transportation for the sum of the property's appraised value of \$79,575.00; and

AUTHORIZING City staff to do all things necessary to complete the sale and conveyance of said property.

WHEREAS, the State of Illinois Department of Transportation (IDOT) wishes to purchase City-owned property located at 3751 40th Avenue, Moline, in conjunction with IDOT's proposed John Deere Road Reconstruction right-of-way project; and

WHEREAS, the City agrees to sell and convey to IDOT and IDOT agrees to purchase from the City said property for its appraised value of \$79,575.00.

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

Section 1 – That the City-owned property at 3751 40th Avenue, Moline, is hereby declared surplus; that the Mayor and City Clerk are hereby authorized to execute documents necessary to sell and convey the property located at 3751 40th Avenue, Moline, to the State of Illinois Department of Transportation for the sum of the property's appraised value of \$79,575.00; and that City staff is hereby authorized to do all things necessary to complete the sale and conveyance of said property.

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

Owner City of Moline
Address 619 16th St.
Moline, Illinois 61265
Route FAP 595
County Rock Island
Job No. R-92-014-10
Parcel No. 014/8
P.I.N. No. 07-0671770
Section (142-1,142)R
Project No.
Station 594+85
Station 597+06
LAL-12339/676R

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

CITY OF MOLINE, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of Seventy-nine Thousand Five Hundred Seventy-five Dollars (\$79,575.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 , grants, conveys, and warrants to the People of the State of Illinois, Department of Transportation, (Grantee), the following described real estate in Rock Island, Illinois:

A tract of land located in the Northwest Quarter of Section Number Fifteen (15) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian and more particularly described as follows:

Starting at the Northwest corner of the Northwest Quarter of said Section Number Fifteen (15);

Thence East along the North Section Line of said Section Number Fifteen (15) a distance of 1286.1 feet;

Thence South and parallel with the Quarter Quarter Section Line a distance of 310 feet for the place of beginning;

Thence continuing South and parallel with the said Quarter Quarter Section Line a distance of 71.78 feet;

Thence South 83 Degrees 30 Minutes West a distance of 151 feet;

Parcel 014/8,2

Thence North and parallel with the said Quarter Quarter Section Line a distance of 86.69 feet;

Thence East and parallel with the North Section Line a distance of 150 feet to the place of beginning;

Excepting therefrom that part conveyed to the State of Illinois by Warranty Deed filed December 8, 1967 and recorded in Record Book 369 as Document Number 660029 in the Office of the Recorder of Deeds of Rock Island County, Illinois, situated in the County of Rock Island and State of Illinois.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

The above description affects Tax Parcel No. 07-0671770 (SM-335-23).

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Parcel 014/8,3

Dated this _____ day of _____, 2013.

CITY OF MOLINE
Name of Governmental Entity

By: _____
Signature

Scott Raes, Mayor
Print Name and Title

ATTEST:

By: _____
Signature

Tracy A. Koranda, City Clerk
Print Name and Title

State of Illinois)
County of Rock Island) ss

This instrument was acknowledged before me
on _____, 2013, by
Scott Raes _____, as Mayor
and Tracy A. Koranda _____, as City Clerk
of CITY OF MOLINE _____, a governmental entity
organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:
Illinois Department of Transportation
ATTN: Bureau of Land Acquisition



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form. This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.

1 3751 40th AVE.
Street address of property (or 911 address, if available)

MOLINE 61265
City or village ZIP

MOLINE
Township

2 Write the total number of parcels to be transferred. 1

3 Write the parcel identifying numbers and lot sizes or acreage.

Property index number (PIN)	Lot size or acreage
a <u>07-0671770</u>	<u>10,610 SQ. FT</u>
b <u>(SM-335-23)</u>	
c _____	
d _____	

Write additional property index numbers, lot sizes or acreage in Step 3.

4 Date of instrument: 1 / 2 / 0 1 3
Month Year

5 Type of instrument (Mark with an "X."):

Warranty deed
 Quit claim deed Executor deed Trustee deed
 Beneficial interest Other (specify): _____

6 Yes No Will the property be the buyer's principal residence?

7 Yes No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended (Mark only one item per column with an "X.")

a <input checked="" type="checkbox"/>	Land/lot only
b _____	Residence (single-family, condominium, townhome, or duplex)
c _____	Mobile home residence
d _____	Apartment building (6 units or less) No. of units: _____
e _____	Apartment building (over 6 units) No. of units: _____
f _____	Office
g _____	Retail establishment
h _____	Commercial building (specify): _____
i _____	Industrial building
j _____	Farm
k <input checked="" type="checkbox"/>	Other (specify): <u>Highway Construction Purposes</u>

County: _____
 Date: _____
 Doc. No.: _____
 Vol.: _____
 Page: _____
 Received by: _____

Do not write in this area. County Recorder's Office use.

9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
Date of significant change: _____ / _____ / _____
Month Year

(Mark with an "X.")

Demolition/damage Additions Major remodeling
 New construction Other (specify): _____

10 Identify only the items that apply to this sale. (Mark with an "X.")

a Fulfillment of installment contract —
year contract initiated: _____

b Sale between related individuals or corporate affiliates

c Transfer of less than 100 percent interest

d Court-ordered sale

e Sale in lieu of foreclosure

f Condemnation

g Short sale

h Bank REO (real estate owned)

i Auction sale

j Seller/buyer is a relocation company

k Seller/buyer is a financial institution or government agency

l Buyer is a real estate investment trust

m Buyer is a pension fund

n Buyer is an adjacent property owner

o Buyer is exercising an option to purchase

p Trade of property (simultaneous)

q Sale-leaseback

r Other (specify): _____

s Homestead exemptions on most recent tax bill:

1 General/Alternative	\$ _____
2 Senior Citizens	\$ _____
3 Senior Citizens Assessment Freeze	\$ _____

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration	11 \$ <u>79,575⁰⁰</u>
12a Amount of personal property included in the purchase	12a \$ <u>0.00</u>
12b Was the value of a mobile home included on Line 12a?	12b Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
13 Subtract Line 12a from Line 11. This is the net consideration for real property.	13 \$ <u>79,575⁰⁰</u>
14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14 \$ <u>EXEMPT</u>
15 Outstanding mortgage amount to which the transferred real property remains subject	15 \$ <u>EXEMPT</u>
16 If this transfer is exempt, use an "X" to identify the provision.	16 <input checked="" type="checkbox"/> b <input type="checkbox"/> k <input type="checkbox"/> m
17 Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17 \$ <u>EXEMPT</u>
18 Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62).	18 \$ <u>EXEMPT</u>
19 Illinois tax stamps — multiply Line 18 by 0.50.	19 \$ <u>EXEMPT</u>
20 County tax stamps — multiply Line 18 by 0.25.	20 \$ <u>EXEMPT</u>
21 Add Lines 19 and 20. This is the total amount of transfer tax due.	21 \$ <u>EXEMPT</u>

Parcel 014/8,6

P-30/LAL-12339/676R

FAP Rte. 595 (John Deere Rd.)
Section (142-1,142)R
Parcel 014/8

LAND

City of Moline

A tract of land located in the Northwest Quarter of Section Number Fifteen (15) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian and more particularly described as follows:

Starting at the Northwest corner of the Northwest Quarter of said Section Number Fifteen (15);

Thence East along the North Section Line of said Section Number Fifteen (15) a distance of 1286.1 feet;

Thence South and parallel with the Quarter Quarter Section Line a distance of 310 feet for the place of beginning;

Thence continuing South and parallel with the said Quarter Quarter Section Line a distance of 71.78 feet;

Thence South 83 Degrees 30 Minutes West a distance of 151 feet;

Thence North and parallel with the said Quarter Quarter Section Line a distance of 86.69 feet;

Thence East and parallel with the North Section Line a distance of 150 feet to the place of beginning;

Excepting therefrom that part conveyed to the State of Illinois by Warranty Deed filed December 8, 1967 and recorded in Record Book 369 as Document Number 660029 in the Office of the Recorder of Deeds of Rock Island County, Illinois, situated in the County of Rock Island and State of Illinois.

The above description affects Tax Parcel No. 07-0671770 (SM-335-23).



Receipt and Disbursement Statement

Owner City of Moline
Job No. R-92-014-10
Parcel No. 2141014

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering 10,610 square feet
Permanent Easement covering square feet
Temporary Construction Easement covering square feet

all located in Rock Island County, Illinois as right of way for FAP Route 595, Section (142-1, 142)R dated 2013, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

- 1. The payment of the sum of Seventy nine Thousand Five Hundred seventy five Dollars (\$ 79,575.00) to Grantor as total consideration for the deed, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows:
3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

Table with 4 columns: Name*, TIN/FEIN/SSN, Address, Amount. Row 1: City of Moline, 619 16th Street Moline, IL 61265, \$ 79,575.00. Row 2: \$.

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN.

5. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person (as such term is defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.

7. This Receipt and Disbursement Statement and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: _____, 2013

Grantor:

Signature

Scott Raes, Mayor
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Tracy A. Koranda, City Clerk
(Print Name (and Title, if applicable))

Signature

(Print Name (and Title, if applicable))

Date: _____, 2013

Grantee:

The People of the State of Illinois, Department of Transportation

Robert J. Dempsey Jr.
for State of Illinois, Department of Transportation



Owner City of Moline
 Address 3620 38th Avenue
 Moline, IL 61265
 Route FAP Route 595
 Section (142-1, 142)R
 County Rock Island
 Project IL 5, John Deere Road
 Job No. R-92-014-10
 Parcel No. 2141014
 P.I.N. No. 1710300003
 Station
 Station
 Catalog No.
 Contract No.

State of ILLINOIS)
) ss.
 County of ROCK ISLAND)

I, Scott Raes, Mayor of the , City of Moline

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 - Vacant and unimproved Agricultural and unimproved
 - Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual owner of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2013 .

By: _____
Signature

Scott Raes, Mayor
Print Name and Title if applicable

State of ILLINOIS)
) ss
County of ROCK ISLAND)

This instrument was acknowledged before me on _____, 2013, by
Scott Raes, Mayor .

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Council Bill/Special Ordinance No.: 4034-2013

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the City-owned property at 511 21st Street, Moline, to be surplus; and

AUTHORIZING the Mayor and City Clerk to execute documents necessary to sell and convey the property located at 511 21st Street, Moline, to the State of Illinois Department of Transportation for the sum of the property's appraised value of \$3,578.00; and

AUTHORIZING City staff to do all things necessary to complete the sale and conveyance of said property.

WHEREAS, the State of Illinois Department of Transportation (IDOT) wishes to purchase City-owned property located at 511 21st Street, Moline, in conjunction with IDOT's proposed I-74 Bridge Construction right-of-way project; and

WHEREAS, the City agrees to sell and convey to IDOT and IDOT agrees to purchase from the City said property for its appraised value of \$3,578.00.

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

Section 1 – That the City-owned property at 511 21st Street, Moline, is hereby declared surplus; that the Mayor and City Clerk are hereby authorized to execute documents necessary to sell and convey the property located at 511 21st Street, Moline, to the State of Illinois Department of Transportation for the sum of the property's appraised value of \$3,578.00; and that City staff is hereby authorized to do all things necessary to complete the sale and conveyance of said property.

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

Owner The City of Moline
Address

Route FAI 74
County Rock Island
Job No. R-92-012-08
Parcel No. 028
P.I.N. No. MO-2852 (08-1841300)
Section 81B
Project No.
Station 40+98
Station 41+64
LAL-12264/674R

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

THE CITY OF MOLINE, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of _____

_____ Dollars (\$ _____), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4, grants, conveys, and warrants to the People of the State of Illinois, Department of Transportation, (Grantee), the following described real estate in Rock Island, Illinois:

The south 37 1/2 feet of Lot Number 1 in Block Number 5 in Edward's Addition to the City of Moline;

Also the following described Lot, piece or parcel of land to-wit: Beginning at an iron stake in the south line of Fractional Lot 2 in Block 5 in Edward's Addition to Moline, is located 9 feet east of the southwest corner of said Fractional Lot 2 in Block 5 Edward's Addition; thence running northerly at right angles to said south line, 37 1/2 feet; thence running easterly along a line parallel with the said south line, 26 feet to the east line of said Fractional Lot 2 in Block 5 in Edward's Addition; thence southerly along said east line, 37 1/2 feet to the south line of Fractional Lot 2; thence westerly along said south line, 26 feet to the Place of Beginning, being a part of Fractional Lot 2 in Block 5 in Edward's Addition, and, also a part of Fractional Lot 2 in Block 21 of Assessor's Plat of Woods Third Addition to Moline; all situated in the County of Rock Island and State of Illinois, consisting of 3,976 square feet (0.091 acre), more or less.

The above description affects Tax Parcel No. MO-2852 (08-1841300).

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and

Parcel 028,2

using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 2012.

The City of Moline
Name of Governmental Entity

By: _____
Signature

ATTEST:

Print Name and Title

By: _____
Signature

Print Name and Title

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 2012, by

_____, as _____

and _____, as _____

of _____ The City of Moline _____, a governmental entity

organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Parcel 028,3

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
819 Depot Avenue
Dixon, IL 61021

Parcel 028,6

P-30/LAL-12264.DOCX/674R

FAI Route 74
Section 81B
Parcel 028

LAND

The City of Moline

The south 37 1/2 feet of Lot Number 1 in Block Number 5 in Edward's Addition to the City of Moline;

Also the following described Lot, piece or parcel of land to-wit: Beginning at an iron stake in the south line of Fractional Lot 2 in Block 5 in Edward's Addition to Moline, is located 9 feet east of the southwest corner of said Fractional Lot 2 in Block 5 Edward's Addition; thence running northerly at right angles to said south line, 37 1/2 feet; thence running easterly along a line parallel with the said south line, 26 feet to the east line of said Fractional Lot 2 in Block 5 in Edward's Addition; thence southerly along said east line, 37 1/2 feet to the south line of Fractional Lot 2; thence westerly along said south line, 26 feet to the Place of Beginning, being a part of Fractional Lot 2 in Block 5 in Edward's Addition , and, also a part of Fractional Lot 2 in Block 21 of Assessor's Plat of Woods Third Addition to Moline; all situated in the County of Rock Island and State of Illinois, consisting of 3,976 square feet (0.091 acre), more or less.

The above description affects Tax Parcel No. MO-2852 (08-1841300).