



# MOLINE CITY COUNCIL AGENDA

Tuesday, February 11, 2014

6:30 p.m.

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

**City Hall  
Council Chambers – 2<sup>nd</sup> 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 February 4, 2014.

## RESOLUTIONS

### **1. Council Bill/Resolution 1016-2014**

A Resolution authorizing the Mayor and City Clerk to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project # 1192, 2014 Sidewalk Replacement Program, in the amount of \$201,985.00.

**EXPLANATION:** Bids were solicited with Centennial Contractors of the Quad Cities, Inc. submitting the lowest responsible and responsive bid.

**FISCAL IMPACT:** Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	130,000.00	201,985.00	510-9957-438.08-14
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm			330-1971-433.08-35
	\$130,000.00	\$201,985.00	

**PUBLIC NOTICE/RECORDING:** N/A

### **2. Council Bill/Resolution 1017-2014**

A Resolution authorizing the Mayor and City Clerk to execute a contract with Treiber Construction Company for Project #1202, 2014 Pavement Patching Program, in the amount of \$1,150,706.00.

**EXPLANATION:** Bids were solicited with Treiber Construction Company submitting the lowest responsible and responsive bid.

**FISCAL IMPACT:** Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	1,000,000.00	790,706.00	510-9957-438.04-25
Water	230,000.00	230,000.00	310-1716-434.04-25
WPC	130,000.00	130,000.00	320-1840-433.04-25
Storm			330-1971-433.08-35
	\$1,360,000.00	\$1,150,706.00	

**PUBLIC NOTICE/RECORDING:** N/A

**3. Council Bill/Resolution 1018-2014**

A Resolution authorizing the Mayor and City Clerk to execute an agreement to accept funding, and execute all necessary assurances and certifications to the Illinois Housing Development Authority (IHDA) for program year 2014 awarded Single Family Owner-Occupied Rehabilitation (SFOOR) funds in the amount of \$168,000.00; and authorizing the Planning and Development Department to begin work upon the execution of an agreement between the City and the Illinois Housing Development Authority (IHDA) to accept funding for program year 2014 awarded Single Family Owner-Occupied Rehabilitation (SFOOR) funds in the amount of \$168,000.00.

**EXPLANATION:** The SFOOR program is part of the HOME Program, which is a federal housing “block grant” program for which Moline does not qualify as a direct formula grantee (“participating jurisdiction”). The Planning and Development Department prepared the grant and submitted it to IHDA for funding in which the City of Moline was awarded \$168,000.00. Loans for rehabilitation shall not be less than \$4,000.00 and not more than \$40,000.00 per applicant.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Public Notice Required

**4. Council Bill/Resolution 1019-2014**

A Resolution authorizing the Mayor and City Clerk to accept five deeds of dedication for 75<sup>th</sup> Street right-of-way north of 36<sup>th</sup> Avenue and located in the Heatherstone Villas Subdivision, more specifically described in the attached deeds and referred to as Parcel Nos. 07-14763, 07-14789, 07-14790, 07-14791 and 07-14793.

**EXPLANATION:** Right-of-way is needed for sidewalks to be installed in the 3600 block of 75th Street for the Heatherstone Villas subdivision. These Deeds of Dedication provide additional right-of-way as needed. The sidewalks will be installed by the property owners.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** The deeds will be recorded by Law Department.

**5. Council Bill/Resolution 1020-2014**

A Resolution declaring the following Article 36 seized and forfeited vehicle as surplus property: 1999 Honda Civic VIN# 1HGEJ8141XL096296.

**EXPLANATION:** Illinois State Statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes and subsequently initiate forfeiture proceedings on those vehicles. The above vehicle has been forfeited to the police department, and staff is requesting that it be declared as surplus property and disposed of by the Finance Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

**FISCAL IMPACT:** Any proceeds after costs are for use by the seizing law enforcement agency.

**PUBLIC NOTICE/RECORDING:** N/A

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

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**RESOLUTIONS**

**6. Council Bill/Resolution 1003-2014**

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate by and between the City of Moline and the John Deere Foundation for property located at 320 16<sup>th</sup> Street, Moline; and authorizing City staff to do all things necessary to complete said sale pursuant to the terms of the Agreement.

**EXPLANATION:** The City wishes to acquire the former John Deere Collectors Center property located at 320 16<sup>th</sup> Street, Moline, for the total price of \$1,035,000.00, to support the redevelopment of the subject property combined with adjacent property currently owned by the City within TIF #11. This property acquisition will support existing developments within Moline Centre that will benefit from additional parking options which the City intends to complete with the redevelopment.

**FISCAL IMPACT:** A loan from general fund to TIF #11 to be repaid by the redevelopment of the site.

**PUBLIC NOTICE/RECORDING:** N/A

1003-2014		
Council Member	Aye	Nay
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Mayor Raes		

**7. Council Bill/Resolution 1021-2014**

A Resolution authorizing the Mayor and City Clerk to execute an agreement to accept funding and to all things necessary to execute all assurances and certifications to the Illinois Housing Development Authority (IHDA) for the 2013 Trust Fund Emergency Repair Program in the amount of \$217,350.00; and authorizing the Planning and Development Department to begin work upon execution of the agreement between the City and the Illinois Housing Development Authority (IHDA) to accept funding for the 2013 Trust Fund Emergency Repair Program in the amount of \$217,350.00, and to do all things necessary to implement said program requirements.

**EXPLANATION:** The 2013 Trust Fund Emergency Repair Program is funded through the Illinois Affordable Housing Trust fund. The Trust Fund has historically received funds annually through the Illinois Real Estate Transfer Tax to finance affordable housing developments throughout the state. The Planning and Development Department prepared the grant and submitted it to IHDA for funding in which the City of Moline was awarded \$217,350.00. The purpose of the program is to provide assistance to low-income and very-low income homeowners to repair their homes and to remove health and safety hazards. Funds can be used to replace costly maintenance items, such as roofs, HVAC systems, electrical and plumbing systems. Funds can also be used to pay for repairs and improvements that increase the basic livability of the home, making the home safer for homeowners. Homeowners will receive up to \$20,000 in assistance in the form of a zero-percent interest loan forgiven over a five-year period.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

1021-2014		
Council Member	Aye	Nay
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Mayor Raes		

**FIRST READING ORDINANCES**

**8. Council Bill/General Ordinance 3003-2014**

An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Section 2-2200(c) in its entirety and consecutively renaming the remaining subsections of Section 2-2200.

**EXPLANATION:** Section 2-2200(c) of the Moline Code of Ordinances sets forth the restricted conduct of business for regular City Council meetings held on the second and fourth Tuesdays of each month. This provision is outdated and not in accordance with the manner in which the City Council wishes to conduct its meetings. This ordinance will repeal Section 2-2200(c) in its entirety and consecutively rename the remaining subsections of Section 2-2200.

**FISCAL IMPACT:** N/A

**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/Resolution No.: 1016-2014

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project # 1192, 2014 Sidewalk Replacement Program, in the amount of \$201,985.00.

\_\_\_\_\_

WHEREAS, bids were publicly read on January 28, 2014; and

WHEREAS, bids were solicited with Centennial Contractors of the Quad Cities, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, staff recommends authorization of said contract.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project # 1192, 2014 Sidewalk Replacement Program, in the amount of \$201,985.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
February 11, 2014  
Date

Passed: February 11, 2014

Approved: February 18, 2014

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

Approved as to form:

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

# **CITY OF MOLINE CONTRACT**

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, A.D., 2014, between **CENTENNIAL CONTRACTORS OF THE QUAD CITIES, INC. of 1505 46<sup>TH</sup> AVENUE, MOLINE, IL 61265**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **TWO HUNDRED ONE THOUSAND NINE HUNDRED EIGHTY FIVE AND NO/100 (\$201,985.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1192, 2014 SIDEWALK REPLACEMENT PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4024-2013 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.state.il.us/agency/idol/rates/ODDMO/ROCK\\_ISL.htm](http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm).

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:  
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **TWO HUNDRED ONE THOUSAND**

**NINE HUNDRED EIGHTY FIVE AND NO/100 (\$201,985.00) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

\_\_\_\_\_

CITY OF MOLINE, ILLINOIS

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

\_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1017-2014

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Treiber Construction Company for Project #1202, 2014 Pavement Patching Program, in the amount of \$1,150,706.00.

\_\_\_\_\_

WHEREAS, bids were publicly read on January 28, 2014; and

WHEREAS, bids were solicited with Treiber Construction submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Treiber Construction Company for Project #1202, 2014 Pavement Patching Program, in the amount of \$1,150,706.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
February 11, 2014

Date

Passed: February 11, 2014

Approved: February 18, 2014

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

Approved as to form:

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

# **CITY OF MOLINE CONTRACT**

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014, between **TREIBER CONSTRUCTION COMPANY** of **2728 NORTH CLARK STREET, DAVENPORT, IA 52804**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE MILLION ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED SIX AND NO/100 (\$1,150,706.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1202, 2014 PAVEMENT PATCHING PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4024-2013 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.state.il.us/agency/idol/rates/ODDMO/ROCK\\_ISL.htm](http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm).

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:  
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE MILLION ONE HUNDRED FIFTY**

**THOUSAND SEVEN HUNDRED SIX AND NO/100 (\$1,150,706.00) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

CITY:

CITY OF MOLINE, ILLINOIS

By: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk

Approved as to form:

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No. 1018-2014

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement to accept funding, and execute all necessary assurances and certifications to the Illinois Housing Development Authority (IHDA) for program year 2014 awarded Single Family Owner-Occupied Rehabilitation (SFOOR) funds in the amount of \$168,000.00; and

AUTHORIZING the Planning and Development Department to begin work upon the execution of an agreement between the City and the Illinois Housing Development Authority (IHDA) to accept funding for program year 2014 awarded Single Family Owner-Occupied Rehabilitation (SFOOR) funds in the amount of \$168,000.00.

\_\_\_\_\_

WHEREAS, due to a waiting list of 300 households in the Community Housing Services Program, there is a demonstrated need for additional resources for owner-occupied housing rehabilitation in Moline; and

WHEREAS, such additional resources are available through the HOME Program administered by IHDA; and

WHEREAS, the SFOOR Program is part of the HOME Program, which is a federal housing “block grant” program for which Moline does not qualify as a direct formula grantee (“participating jurisdiction”), and the Planning and Development Department prepared the grant and submitted it to IHDA for funding in which the City of Moline was awarded \$168,000.00; and

WHEREAS, loans for rehabilitation shall not be less than Four Thousand and No/100 Dollars (\$4,000.00) and not more than Forty Thousand and No/100 Dollars (\$40,000.00); and

WHEREAS, the Planning and Development Department, will manage the SFOOR grant under the HOME Program guidelines as referenced in Chapter 24, Code of Federal Regulations, Part 92, “Home Investment Partnership Program.”

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

That the Mayor and City Clerk are hereby authorized to execute an agreement to accept funding, and execute all necessary assurances and certifications to the Illinois Housing Development Authority (IHDA) for program year 2014 awarded Single Family Owner-Occupied Rehabilitation (SFOOR) funds in the amount of \$168,000.00

BE IT FURTHER RESOLVED that the Planning and Development Department is hereby authorized to begin work upon the execution of an agreement between the City and the Illinois Housing Development Authority (IHDA) to accept funding for program year 2014 awarded Single Family Owner-Occupied Rehabilitation (SFOOR) funds in the amount of \$168,000.00.

CITY OF MOLINE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
February 11, 2014  
Date

Passed: February 11, 2014

Approved: February 18, 2014

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

APPROVED AS TO FORM:

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

Council Bill/Resolution No.: 1019-2014

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept five deeds of dedication for 75<sup>th</sup> Street right-of-way north of 36<sup>th</sup> Avenue and located in the Heatherstone Villas Subdivision, more specifically described in the attached deeds and referred to as Parcel Nos. 07-14763, 07-14789, 07-14790, 07-14791 and 07-14793.

WHEREAS, in 2002, a final plat and the Restrictive and Protective Covenants for Heatherstone Villas Subdivision was recorded with the Rock Island County Recorder's Office; said documents included the required installation of sidewalks along each public roadway in the development and the north side of 36<sup>th</sup> Avenue and the west side of 75<sup>th</sup> Street; and

WHEREAS, the developer gave up its interest in the subdivision in lieu of foreclosure and failed to install the sidewalks as required along the north side of 36<sup>th</sup> Avenue and the west side of 75<sup>th</sup> Street during development and the sidewalks have not since been installed; and

WHEREAS, property owners of the developed lots have executed the deeds and will install sidewalks along 75<sup>th</sup> Street at no cost to the City.

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 accept five deeds of dedication for 75<sup>th</sup> Street right-of-way north of 36<sup>th</sup> Avenue and located in the Heatherstone Villas Subdivision, more specifically described in the attached deeds and referred to as Parcel Nos. 07-14763, 07-14789, 07-14790, 07-14791 and 07-14793; provided, however, that said deeds are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit "A" and have been approved as to form by the City Attorney.

CITY OF MOLINE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
February 11, 2014  
Date

Passed: February 11, 2014

Approved: February 18, 2014

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

Approved as to form:

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

City of Moline Project  
75<sup>th</sup> Street ROW n of 36<sup>th</sup> Ave

TAX PARCEL NO. 07 14763

### DEED OF DEDICATION

The Grantor, **Heatherstone Villas Homeowners Association**, 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:

#### PLAT WITH DESCRIPTION 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:

#### FOR: STREET RIGHT OF WAY

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 Resolution No. \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

\_\_\_\_\_  
Howard C. Swayne, President  
Heatherstone Villas Homeowners Association

By: \_\_\_\_\_  
Scott Raes, Mayor

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

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

Return to Grantee's Address  
City of Moline  
619 - 16<sup>th</sup> Street  
Moline, IL 61265

City of Moline Project  
75<sup>th</sup> Street ROW n of 36<sup>th</sup> Ave

TAX PARCEL NO. 07 14791

**DEED OF DEDICATION**

The Grantor, **JUDITH M. PENA**, 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:

**PLAT WITH DESCRIPTION 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:

**FOR: STREET RIGHT OF WAY**

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 Resolution No. \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

\_\_\_\_\_  
Judith M. Penava

By: \_\_\_\_\_  
Scott Raes, Mayor

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

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

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

City of Moline Project  
75<sup>th</sup> Street ROW n of 36<sup>th</sup> Ave

TAX PARCEL NO. 07 14789

**DEED OF DEDICATION**

The Grantor, **Q C Land Development, LLC**, 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:

**PLAT WITH DESCRIPTION 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:

**FOR: STREET RIGHT OF WAY**

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 Resolution No. \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

\_\_\_\_\_  
Phillip J. Walters,  
Manager for Q C Land Development, LLC

By: \_\_\_\_\_  
Scott Raes, Mayor

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

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

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

City of Moline Project  
75<sup>th</sup> Street ROW n of 36<sup>th</sup> Ave

TAX PARCEL NO. 07 14790

**DEED OF DEDICATION**

The Grantor, **Q C Land Development, LLC**, 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:

**PLAT WITH DESCRIPTION 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:

**FOR: STREET RIGHT OF WAY**

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 Resolution No. \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

\_\_\_\_\_  
Q C Land Development, LLC

By: \_\_\_\_\_  
Scott Raes, Mayor

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

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

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

City of Moline Project  
75<sup>th</sup> Street ROW n of 36<sup>th</sup> Ave

TAX PARCEL NO. 07 14793

**DEED OF DEDICATION**

The Grantor, **Q C Land Development, LLC**, 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:

**PLAT WITH DESCRIPTION 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:

**FOR: STREET RIGHT OF WAY**

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 Resolution No. \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

\_\_\_\_\_  
Q C Land Development, LLC

By: \_\_\_\_\_  
Scott Raes, Mayor

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

Approved as to form:

\_\_\_\_\_  
Maureen Riggs, City Attorney

Return to Grantee's Address  
City of Moline  
619 - 16<sup>th</sup> Street  
Moline, IL 61265

Council Bill/Resolution No. 1020-2014  
Sponsor: \_\_\_\_\_

A RESOLUTION

DECLARING the following Article 36 seized and forfeited vehicle as surplus property:

1999 Honda Civic VIN# 1HGEJ8141XL096296.

\_\_\_\_\_  
WHEREAS, the above-listed vehicle was seized during the attempt or commission of a crime and subsequently forfeited to the Moline Police Department pursuant to Illinois State Statute; and

WHEREAS, this Council finds and declares that the aforesaid vehicle is surplus property and not necessary or useful to or in the best interest of the City; and

WHEREAS, Sections 2-2234 and 2-2235 of the Moline Code of Ordinances authorize the sale of municipal property and said sections require that the City Council direct the Finance Director to dispose of such property.

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

That this Council finds and declares that the aforesaid vehicle is surplus property and authorizes the Finance Director to dispose of said property.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the disposal of said vehicle through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor  
February 11, 2014  
\_\_\_\_\_  
Date

Passed: February 11, 2014

Approved: February 18, 2014

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

Approved as to form:

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

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate by and between the City of Moline and the John Deere Foundation for property located at 320 16<sup>th</sup> Street, Moline; and authorizing City staff to do all things necessary to complete said sale pursuant to the terms of the Agreement.

\_\_\_\_\_

WHEREAS, the City wishes to acquire the former John Deere Collectors Center property located at 320 16<sup>th</sup> Street, Moline (hereinafter "Property"), to support the redevelopment of the subject property combined with adjacent property currently owned by the City within TIF #11. This property acquisition will support existing developments within Moline Centre that will benefit from additional parking options that the City intends to complete with the redevelopment; and

WHEREAS, the City has offered to buy and the John Deere Foundation is willing to sell the real Property more particularly described in Schedule A attached hereto and incorporated by reference herein for the agreed purchase price of \$950,000, payable by certified funds to the John Deere Foundation at closing; and

WHEREAS, the John Deere Foundation agrees to demolish the former John Deere Collectors Center building located on the Property prior to conveying the Property to the City, and the City agrees to reimburse the John Deere Foundation the costs of demolition in an approximate amount of \$85,000.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate between the City of Moline and the John Deere Foundation for property located at 320 16<sup>th</sup> Street, Moline; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated by reference herein as Exhibit "A," and has been approved as to form by the City Attorney; that the same officials are hereby authorized to execute all necessary documents referenced therein; and that all appropriate City officers and staff are further authorized to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
January 14, 2014

\_\_\_\_\_  
Date

Passed: January 14, 2014

Approved: January 21, 2014

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

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

## AGREEMENT FOR SALE OF REAL ESTATE

**AGREEMENT**, by and between **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), located in Moline, Illinois, and **JOHN DEERE FOUNDATION**, an Illinois not-for-profit corporation, (hereinafter "**Seller**"), located at One John Deere Place, 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 320 16<sup>th</sup> Street, Moline, Illinois;

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

### **Sec. 1. PURCHASE PRICE AND OTHER PAYMENTS**

- (a) 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 Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) (the "Purchase Price"), payable by certified funds to Seller at closing.
- (b) Notice for Demolition and Reimbursement for Demolition. The Seller will demolish the former Collector's Center building before conveying the property to the Buyer. Prior to demolition, Buyer shall provide written notice to Seller that it has reviewed the Title Commitment for the Property and all conditions and contingencies for closing have been resolved. The Buyer will reimburse the Seller for the cost of demolition, an amount estimated to be Eighty-Five Thousand and 00/100 Dollars (\$85,000.00). If the transaction contemplated herein does not close on account of any default or failure to perform under the terms of this Agreement by Buyer, but after such demolition, Seller shall still be entitled to reimbursement of Demolition costs (\$85,000) from Buyer and any other remedies it has in law or in equity.

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

Closing shall be on or before **the 21st day of February, 2014**. The parties hereto may mutually agree in writing to a later closing date.

**Sec. 3. CONVEYANCE OF PROPERTY**

(a) Form of Deed. The Seller shall convey title to the Property by Special Warranty Deed ("Deed"). Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer's rights. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. ~~Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and~~
2. All easements of record including but not limited to easements and lease agreements for cell tower equipment; and
3. Matters that would be revealed by an ALTA survey of the Property, it being understood that Seller will not be required to provide such a survey.

(b) Proration of Taxes and Adjustments.

1. Seller shall be current on all tax payments and shall pro-rate general real estate taxes for the current tax year at time of closing; and
2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. Buyer shall pay: (1) Recording fees for Deed and mortgage, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required. Seller shall, at its sole cost and expense and prior to closing, deliver to Buyer a title commitment for an Owner's title policy issued by a title company showing good and indefeasible title to the Property vested solely in Seller. On the closing date, Seller shall cause the title company to issue an Owner's Policy of Title Insurance covering the Property in the amount of the Purchase Price, showing fee simple title vested in Buyer. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.

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

- (e) Affidavit of Foreign Status. Sellers will sign an affidavit that Sellers are not a “foreign person” under the Internal Revenue Act of 1862, as amended.
  - (f) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.
  - (g) Unrecorded Liens, Assessments, Security Interests. Seller represents that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.
- 

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

- (a) Property Condition.
  - 1. Prior to closing, the Seller will completely demolish the building that is currently standing on 320 16<sup>th</sup> Street in accordance with Section 1 (b).
  - 2. Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property in “As Is” condition with the building improvements above ground demolished.
- (b) Utility Payments. Upon closing, the Buyer will be responsible for all utility payments, including but not limited to, water, sewer, storm water, electricity, and gas bills.

**Sec. 5. COVENANTS BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION**

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

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

No member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or interest of any corporation, partnership or association in which he is directly, indirectly, interested. No member, official or employee of the City shall be personally liable to the City or any successor in interest

in the event of any default or breach by the City or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

**Sec. 7. MERGER**

The provisions of this Agreement shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest unless otherwise provided herein.

**Sec. 8. ENTIRE AGREEMENT**

---

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

**Sec. 9. APPLICABLE LAW**

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

**Sec. 10. SEVERABILITY**

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

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

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

**Sec. 12. ACCEPTANCE BY BUYER**

Until accepted by the Buyer, this document constitutes an irrevocable offer to sell by the Seller on the terms stated above. Seller acknowledges and agrees that this Agreement is subject to Buyer's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by February 1, 2014, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

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

IN WITNESS WHEREOF, JOHN DEERE FOUNDATION, **Seller**, has caused this Agreement for Sale of Real Estate to be executed this 8<sup>th</sup> day of January, 2014.

Maria J. Sovey

STATE OF Illinois )  
 ) SS:  
COUNTY OF Rock Island )

On this 8<sup>th</sup> day of January, 2014 before me, a Notary Public in and for said County and State aforesaid, personally appeared Maria Sovey to me personally known, who being by me duly sworn (or affirmed) did say that she is an **Officer** of JOHN DEERE FOUNDATION, an Illinois not-for-profit corporation, and that said instrument was signed on behalf of the corporation by said person as **Officer** of said corporation. She acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by her voluntarily executed.



Alice Baldwin  
NOTARY PUBLIC

IN WITNESS WHEREOF, the **CITY OF MOLINE, Buyer**, 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 \_\_\_\_\_, 201\_.

**City of Moline (Seller)**

**Attest:**

\_\_\_\_\_  
Scott Raes, Mayor

\_\_\_\_\_  
Tracy A. Koranda, City Clerk

STATE OF ILLINOIS )

COUNTY OF ROCK ISLAND )

ss:

On this 8th day of January, 2014, 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

Approved as to form:

\_\_\_\_\_  
Maureen E. Riggs, City Attorney

Prepared by:

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

SCHEDULE A  
Legal Description

Parcel I:

The North 120 feet of Lot Number 8 in Block Number 19 in that part of the City of Moline known as and called "Old" or "Original Town", reference being had to the recorded plat thereof, situated in the City of Moline, Rock Island County, Illinois. And the South 30 feet of Lot 8, in said Block 19; in that part of the City of Moline known as "Old Town", County of Rock Island, State of Illinois.

---

Parcel II:

That part of Lots 5, 6 and 7 in Block 19 in part of the City of Moline known as and called the "Old or Original Town of Moline", more particularly described as follows: Commencing at the Northwest corner of said Lot 5 in said Block 19; thence Southerly along the West line of said Lot 5 90 feet; thence Easterly parallel to the North line of said Lots 5 & 6 to the Easterly line of said Lot 6; thence South on the Easterly line of said Lot 6 to a point 56.4 feet North of the North line of Fourth Avenue, formerly Illinois Street; thence Southeasterly to a point on the East line of said Lot 7 which is 42.9 feet North of the North line of said Fourth Avenue, formerly Illinois Street; thence Northerly along the East line of said Lot 7 to the Northeast corner of said Lot 7; thence Westerly along the North line of said Lots 5, 6 and 7 to the place of commencement, situated in the City of Moline, County of Rock Island, State of Illinois. And, those parts of Block 19 in that part of the City of Moline known as "Old Town", County of Rock Island, State of Illinois, described as follows; the South 60 feet of Lots 5 and 6, said Block 19, also, that portion of Lot 7, in said Block 19 which lies South of a line drawn from a point in the East line of said Lot 7 a distance of 42.9 feet North of the North line of Fourth Avenue to a point in the West line of said Lot 7, a distance of 56.4 feet North of said North line of Fourth Avenue; situated in the County of Rock Island, in the State of Illinois.

Council Bill/Resolution No. 1021-2014

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement to accept funding and to all things necessary to execute all assurances and certifications to the Illinois Housing Development Authority (IHDA) for the 2013 Trust Fund Emergency Repair Program in the amount of \$217,350.00; and

AUTHORIZING the Planning and Development Department to begin work upon execution of the agreement between the City and the Illinois Housing Development Authority (IHDA) to accept funding for the 2013 Trust Fund Emergency Repair Program in the amount of \$217,350.00, and to do all things necessary to implement said program requirements.

---

WHEREAS, due to a waiting list of 300 households in the Community Housing Services Program, there is a demonstrated need for additional resources for owner-occupied housing rehabilitation in Moline; and

WHEREAS, the 2013 Trust Fund Emergency Repair Program is funded through the Illinois Affordable Housing Trust fund and has historically received funds annually through the Illinois Real Estate Transfer Tax to finance affordable housing developments throughout the state; and

WHEREAS, loans to assist homeowners with eligible code repairs and removal of health and safety hazards shall not be more than \$20,000.00; and

WHEREAS, the Planning and Development Department will manage the Trust Fund Emergency Repair Program under the HOME Program guidelines as referenced in Chapter 24, Code of Federal Regulations, Part 92, "Home Investment Partnership Program."

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

That the Mayor and City Clerk are hereby authorized to execute an agreement to accept funding and execute all necessary assurances and certifications to the Illinois Housing Development Authority (IHDA) for the 2013 Trust Fund Emergency Repair Program award in the amount of \$217,350.00.

BE IT FURTHER RESOLVED that the Planning and Development Department is hereby authorized to begin work upon execution of the agreement between the City and the Illinois Housing Development Authority (IHDA) to accept funding for the 2013 Trust Fund Emergency

Repair Program in the amount of \$217,350.00, and to do all things necessary to implement said grant program requirements.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

February 11, 2014

Date

Passed: February 11, 2014

Approved: February 18, 2014

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

Approved as to Form:

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

## HOUSING TRUST FUND PROJECT SUMMARY

### PROGRAM OVERVIEW

**Project Number:** STF-50765  
**Project Name:** Trust Fund Emergency Repair Program  
**Project Type:** Single Family Owner-Occupied Rehabilitation - Forgivable Loans  
**Project Area:** Cities of Moline and East Moline, Rock Island County  
**Sponsor:** City of Moline w/ City of East Moline  
**Type of Organization:** Unit of Local Government  
**Address:** 619 16th Street, Moline  
**Contact Person:** K.J. Whitley  
**Phone:** 309-524-2044  
**Fax:** 309-524-2031  
**Email:** [kwhitley@moline.il.us](mailto:kwhitley@moline.il.us)

Housing Task Force Initiatives	
Preservation	9
Units Under 30%	1
Units Under 50%	4
Elderly	1
Disabled/Special Needs	2

**Funding Amount:** \$ 207,000  
**Admin Request:** 10,350  
**Total:** \$ 217,350

**Unit Count:**  
 Extremely Low (30%): 1  
 Very Low (50%): 4  
 Low (80%): 4  
**Total Units:** 9

**Project Description:** The purpose of the program is to provide assistance to low-income and very-low income homeowners to repair their homes and to remove health and safety hazards. Funds can be used to replace costly maintenance items, such as roofs, HVAC systems, electrical and plumbing systems. Funds can also be used to pay for repairs and improvements that increase the basic livability of the home making the home safer for homeowners. Funds will be administered by non-profits and units of local government with rehabilitation experience. Homeowners will receive up to \$20,000 in assistance in the form of a zero-percent interest loan forgiven over a five-year period. Program sponsors will be eligible to receive up to 15% for project delivery costs and up to \$20,000 for administrative costs related to general management, staff and overhead, oversight and coordination.

### FINANCIAL SUMMARY

Sources of Program Financing	Position	Amount	Amort. Period	Rate	Annual Debt Service
IAHTF	Forgivable Loan	\$ 217,350	5 Years	0.00%	0

**Total Project Cost:** \$ 217,350

**Development Budget:**

Rehabilitation Costs	\$ 180,000	83%
Maximum Allowable Project Delivery (up to 15% of Repairs)	27,000	12%
Maximum Administration Allocation (up to 5% of each grant)	10,350	5%
<b>Total</b>	<b>\$ 217,350</b>	<b>100%</b>

\*If the home is sold or transferred within five (5) years of the making of the loan, the household shall repay a portion of the loan amount. The loan amount will be forgiven monthly over the five year term.

---



---

**PROGRAM CONTACT**


---



---

	Name/Address	Contact/Phone Number
Sponsor/Applicant	City of Moline 619 16th St. Moline, IL 61265	K.J. Whitley 309-524-2044 <a href="mailto:kwhitley@moline.il.us">kwhitley@moline.il.us</a>

---



---

**PROGRAM TEAM**


---



---

	Name:	Contact:
<b>Sponsor:</b>	City of Moline	
<b>Program Manager:</b>	City of Moline	K. J. Whitley
<b>Grant Manager:</b>	City of Moline	Annaka Whiting
<b>Intake Specialist:</b>	City of Moline	Chris Ericksen
<b>Rehab Specialist:</b>	City of Moline	Chris Ericksen
<b>Inspector:</b>	City of Moline	Chris Ericksen
<b>Contractor:</b>	TBD, will be bid out for each job	TBD
<b>Lead Based Paint Inspector/Risk Assessor:</b>	City of Moline	Chris Ericksen

---



---

**PROGRAM TEAM EXPERIENCE**


---



---

**Housing Development Experience:**

As a HUD entitlement community, the City of Moline administers its own Community Development Block Grant (CDBG) Program. Moline has also received funding through IHDA's HOME programs for over 10 years.

**Previous IHDA Experience:**

Since 2000, City of Moline has successfully administered numerous IHDA HOME grants, including the Single Family Owner-Occupied Rehabilitation, Homebuyer and Small Rental Properties Program. The City's current Homebuyer Program will have assisted twelve (12) households by the end of the grant year. The City was recently awarded funding to assist eighteen (18) households in the Trust Fund Homebuyer Rehabilitation Program.

---

**AFFORDABILITY**


---

**Income Eligibility:**

The project sponsor must ensure that homeowners are income eligible based on HUD's annual income limits.

Following are the 2013 income limits:

Rock Island County								
# of Persons:	1	2	3	4	5	6	7	8
Very Low-Income (30%)	\$13,260	\$15,150	\$17,040	\$18,930	\$20,460	\$21,960	\$23,490	\$24,990
Very Low-Income (50%)	\$22,100	\$25,250	\$28,400	\$31,550	\$34,100	\$36,600	\$39,150	\$41,650
Low-Income (80%)	\$35,350	\$40,400	\$45,450	\$50,500	\$54,550	\$58,600	\$62,650	\$66,700

---



---

**PROJECTED ECONOMIC IMPACT**


---



---

**Sources of Financing and Equity**

<u>IHDA Funding Source</u>	<u>Leveraged Funding Source</u>	<u>Estimated Dollar Amount</u>
Trust Fund		\$ 207,000
		Total \$ 207,000

**Local Business Income and Local Wages**
Rehabilitation Costs

$$\$100,000 \quad \times \quad \$69,270 \quad = \quad \$143,389$$

Wages and profits for local residents earned during the construction period and the continued recycling of income back into the community.

**Local Taxes**
Rehabilitation Costs

$$\$100,000 \quad \times \quad \$5,770 \quad = \quad \$11,944$$

Taxes include the amount of tax and other revenue generated for government at the federal, state, and local levels combined, as well as local permit fees.

**Local Jobs Supported**
Rehabilitation Costs

$$\$100,000 \quad \times \quad 0.78 \quad = \quad 2$$

Jobs for local residents including construction, retail and wholesale sales, transportation and professional services.

Source: National Association of Home Builders - "The Direct Impact of the Home Building and Remodeling on the U.S. Economy" 06/09.

<b>Local Elected Officials</b>		
	District	Elected Official
Chairman of the County Board:	Rock Island County	Phil Banaszek
Alderman / Council Person:	City of East Moline, 1st	Hellen Heiland
	City of East Moline, 2nd	Gary Almblade
	City of East Moline, 3rd	Jeff Stulir
	City of East Moline, 4th	Ed DeJaynes
State Senator:	36	Mike Jacobs
State Representative:	72	Patrick J. Verschoore
U.S. Representative:	17	Cheri Bustos

---



---

**OVERALL PROJECT IMPACT**

---



---

**Community Impact:**

The rehabilitation work would bring substandard, owner-occupied properties into compliance with the local codes and help low-, very-low and extremely low-income households maintain their homes. Reinvestment in these properties will lessen the financial burden of home maintenance on homeowners, improve home energy efficiency, and improve the overall housing stock.

**Program Objective:**

To preserve existing housing stock and to increase the quality of life of low-, very-low, and extremely low-income homeowners by making the home safer.

**Letters of Support:**

Patrick J. Verschoore, State Representative 72nd District  
 Scott Raes, Mayor City of Moline  
 Lori Turner, 5th Ward Alderman  
 Mike Smiddy, State Representative 71st District  
 John Afoun, Moline Housing Authority  
 Mark Kirk, U.S. Senator

**Letters of Opposition:**

None

**Comments:**

1. Trust Fund monies invested per home cannot exceed \$20,000. These limits do not include project delivery and administration funds.
2. Project sponsors must meet all applicable Lead Based Paint requirements for each project.
3. The program will operate for 24 months from the initial closing date and may not be extended.

---



---

**RECOMMENDATION**

---



---

Funding recommended, subject to the Sponsor meeting the following conditions:

1. Compliance with all Trust Fund Program requirements.
2. Review and approval of all final costs and documentation by sponsor of other funding as generally outlined to confirm project feasibility and viability prior to closing.
3. Each buyer must meet IHDA affordability requirements.
4. Fulfillment of all other IHDA requirements.

Council Bill/General Ordinance No. 3003-2014

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

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Section 2-2200(c) in its entirety and consecutively renaming the remaining subsections of Section 2-2200.

\_\_\_\_\_

WHEREAS, Section 2-2200(c) of the Moline Code of Ordinances sets forth the restricted conduct of business for regular City Council meetings held on the second and fourth Tuesdays of each month; and

WHEREAS, this provision is outdated and not in accordance with the manner in which the City Council wishes to conduct its meetings; and

WHEREAS, this ordinance will repeal Section 2-2200(c) in its entirety and consecutively rename the remaining subsections of Section 2-2200.

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

**Section 1** – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, is hereby amended by repealing Section 2-2200(c) in its entirety and consecutively renaming the remaining subsections of Section 2-2200.

**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