



MOLINE CITY COUNCIL AGENDA

Tuesday, March 25, 2014

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 March 18, 2014

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3006-2014

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by including one on-street stall at 848 - 15th Street.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

2. Council Bill/Resolution 1042-2014

A Resolution authorizing the Mayor and City Clerk to accept an Assignment of Purchase Agreement between Joel J. Knox and Two Bulls LC for property located at 550-560 34th Street, Moline, in the amount of \$256,000, and to approve the terms of the Purchase Agreement; and authorizing City staff to do all things necessary to complete the transfer of the property to the City pursuant to the terms of the Assignment and the Agreement.

EXPLANATION: The property located at 550-560 34th Street, Moline, is zoned B-3, "Community Business District," and currently contains a vacant commercial building. The City of Moline wishes to acquire the property for various uses including spoils and material storage, potential office space for the Parks Department, and future underground tank storage. Two Bulls LC, as seller, recently executed a Purchase Agreement with Joel J. Knox for the purchase of the property for \$256,000. Knox has agreed to sell, assign and transfer his full rights and interest in and to the Purchase Agreement to the City, thereby conveying the property to the City pursuant to the terms of the Assignment and the Agreement.

FISCAL IMPACT: Sufficient funds are reserved in WPC fund.

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1043-2014

A Resolution amending Budget Resolution #1187-2013 by authorizing changes to various line items in the budget for FY 2014.

EXPLANATION: Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval. These amendments are proposed to reflect recent changes to the current budget that avoid any adverse affect to the City’s legal budgetary compliance.

FISCAL IMPACT: Sound Financial Management

PUBLIC NOTICE/RECORDING REQUIRED: N/A

4. Council Bill/Resolution 1044-2014

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with Windstream KDL, Inc. to install fiber optic cable on public right-of-way.

EXPLANATION: Windstream KDL, Inc. wishes to install fiber optic cable on public right-of-way along 38th Avenue, Moline. This cable is being relocated as part of the John Deere Road overpass construction project. The entire installation will be bored underground. The cable run will start in front of 3431 38th Avenue and run to the east a distance of 2,593 feet before heading south for 80 feet and crossing under 38th Avenue. The line will then run east 100 feet to the Deere Employees Credit Union property located at 3950 38th Avenue. Please see the attached plans for details. The applicant will also need a permit from the Illinois Department of Transportation (IDOT) for this project.

FISCAL IMPACT: \$560 application fee and \$30 annual fee to the City

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

Council Bill/General Ordinance No.: 3006-2014
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by including one on-street stall at 848 - 15th Street.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," is hereby amended to include the following when appropriate signs are posted:

one on-street stall at 848 - 15th Street.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – 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.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept an Assignment of Purchase Agreement between Joel J. Knox and Two Bulls LC for property located at 550-560 34th Street, Moline, in the amount of \$256,000, and to approve the terms of the Purchase Agreement; and

AUTHORIZING City staff to do all things necessary to complete the transfer of the property to the City pursuant to the terms of the Assignment and the Agreement.

WHEREAS, the property located at 550-560 34th Street, Moline, is zoned B-3, "Community Business District," and currently contains a vacant commercial building; and

WHEREAS, the City of Moline wishes to acquire the property for various uses including spoils and material storage, potential office space for the Parks Department, and future underground tank storage; and

WHEREAS, Two Bulls LC, as seller, recently executed a Purchase Agreement with Joel J. Knox (Knox) for the purchase of the property for \$256,000; and

WHEREAS, Knox has agreed to sell, assign and transfer his full rights and interest in and to the Purchase Agreement to the City, thereby conveying the property to the City pursuant to the terms of the Assignment and the Agreement.

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

That the Mayor and City Clerk are hereby authorized to accept an Assignment of Purchase Agreement between Joel J. Knox and Two Bulls LC for property located at 550-560 34th Street, Moline, in the amount of \$256,000, and to approve the terms of the Purchase Agreement.

BE IT FURTHER RESOLVED that City staff is hereby authorized to do all things necessary to complete the transfer of the property to the City pursuant to the terms of the Assignment and the Agreement; provided, however, that said Assignment of Purchase Agreement and Purchase Agreement are in substantially similar form and content to Exhibit "A," attached hereto and incorporated herein by this reference hereto, and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 25, 2014

Date

Passed: March 25, 2014

Approved: April 1, 2014

Attest: _____

City Clerk

Approved as to Form:

By: _____

City Attorney

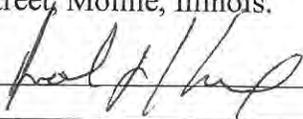
ASSIGNMENT OF PURCHASE AGREEMENT

Dated March 3, 2014

FOR VALUE RECEIVED I, Joel J. Knox, hereby sell, assign, transfer, and set over unto the City of Moline, Illinois, a municipal corporation, all my rights, powers, privileges, and interest in and to a certain Purchase Agreement dated the 3rd day of March, 2014, between Two Bulls LC, as Seller, and Joel J. Knox, as Purchaser for property with the following legal description:

Lot 2 of John M. Fryes Subdivision situated in the City of Moline, County of Rock Island and the State of Illinois,

and more commonly described as: 550-560 34th Street, Moline, Illinois.



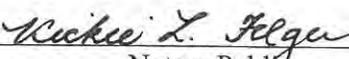
Signature of assignor

STATE OF ILLINOIS
COUNTY OF ROCK ISLAND

I, VICKIE L. FELGER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOEL J. KNOX, personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of MARCH, 2014





Notary Public

This Assignment is hereby accepted by the City of Moline, Illinois, a municipal corporation.

Signature of assignee

STATE OF ILLINOIS
COUNTY OF _____

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20__.

Notary Public

AGREEMENT FOR SALE OF COMMERCIAL REAL ESTATE

Purchaser:
Joel J. Knox

Seller:
Two Bulls LC

1. THIS AGREEMENT IS DATED: February 27, 2014.

Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate and any improvement thereon, commonly known as: 550-560 34th Street, Moline, Illinois, and legally known as: Lot 2 John M. Fryes Subdivision situated in the City of Moline, County of Rock Island and the State of Illinois, for the sum of \$256,000.00 to be paid as follows:

\$5,000.00 EARNEST MONEY in the form of a check which shall be held by a NAI Ruhl Commercial Company which is part of the cash at closing. In the event any contingency is not met by the date contained in such contingency, the Seller recognizes the Earnest Money will be returned to the Purchaser.

\$ 251,000.00 ADDITIONAL CASH DOWN PAYMENT, which shall be paid at time of closing.

2. POSSESSION AND CLOSING

Possession On Closing:

(A) Seller shall deliver possession of the subject property to Purchaser concurrently with the closing of this transaction which shall be held on or before May 30, 2014.

(B) Per diem rent in the amount of \$ 0 shall be paid by Seller to Purchaser for each day the delivery of possession is beyond the date of closing, but under no circumstances shall the Seller be able to remain in possession more than 0 days after closing.

Additional Provisions:

(A) Possession shall be deemed delivered when Seller has vacated the subject property and delivered the keys to Purchaser or Purchaser's agent.

(B) Necessary timely legal notices to tenants, if any, to be given by Seller unless otherwise agreed to by the parties.

(C) If Seller shall fail for any reason whatsoever to vacate the subject property after the above specified number of days, the Purchaser shall in addition to all other remedies have the right to commence any legal action or proceeding to evict and remove the Seller from the subject property with Seller hereby agreeing to reimburse Purchaser for all reasonable attorney fees and expenses incurred by the Purchaser in the enforcement of Purchaser's rights under this Agreement.

3. EVIDENCE OF TITLE

Within a reasonable time, Seller shall deliver (A.) ___ an abstract of title or (B.) X a Commitment for Title Insurance issued by a title insurance company regularly doing business in the County where the subject property is located committing the company to issue an owner's policy in the usual form insuring merchantable title to the property. If title evidence discloses exceptions other than those permitted under the rules for examination for abstracts of title adopted by the Rock Island County Bar Association, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, Purchaser shall be entitled to a refund of the Earnest Money. Furnishing a title insurance commitment insuring over an exception shall constitute a cure of such exception.

4. CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

(A) Form of Deed. The Seller shall convey title to the Property by Warranty Deed ("Deed") along with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens. 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.

5. PRORATIONS AND ADJUSTMENTS

The following items shall be prorated at closing:

A. Prorations:

- (1) Real estate taxes, based on the most recent year's tax bill available, which, in the absence of fraud, shall be final;
- (2) Rent, if any, (with transfer in full of any security/damage deposit);
- (3) Interest on any assumed indebtedness;
- (4) Insurance premiums if policy assigned to Purchaser; and
- (5) Other income and operation expenses, if any.

B. Adjustments:

Utility charges shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession.

6. ASSESSMENTS

Seller shall pay all special assessments, which are a lien on the subject property as of the date of closing. Seller acknowledges that prior to the execution of this Agreement, Seller has no knowledge

of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the subject property. Tap on fees, if any, which exist for municipal services to the subject property shall be paid by the purchaser.

7. FIXTURES AND PERSONAL PROPERTY

All fixtures presently installed on the subject property including but not limited to; brackets and fixtures, all carpeting, electric light fixtures, bathroom fixtures and accessories, telephone lines, central heating and cooling units and attached equipment, all shrubs and trees, shall be left by Seller in or upon said subject property exactly as they are as of the date of this Agreement, and shall be deemed a part of the subject property and title thereto shall pass to Purchaser at closing. The following personal property shall be sold to Purchaser as part of the consideration for the purchase price; all of seller's personal property pertaining to the subject building and grounds located upon the premises at this time.

8. CONDITION OF SUBJECT PROPERTY

The parties agree that the purchase price reflects the condition of the subject property and Purchaser acknowledges that the real estate and the improvements thereof have been inspected, and Purchaser is acquainted with the condition thereof and accepts the same in (CHECK ONE OF THE FOLLOWING):

 X (A.) "As-Is"

 (B.) "As-Is" condition except Seller warrants the plumbing, heating and electrical systems to be in normal working condition on date of possession. Written notice of breach of the warranty contained above must be served upon Seller, Seller's attorney, or Seller's agent within two (2) business days of the date of possession. Purchaser shall have the right to inspect the subject property during the 48-hour period immediately prior to closing.

9. DEFAULT

If Purchaser fails to make any payment or to perform any obligation imposed upon Purchaser by this Agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the Earnest Money and any additional down payment as damages. In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Earnest Money and any additional down payment deposit shall be refunded to Purchaser without prejudicing the Purchaser's right to any available legal remedy including specific performance. In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees, expenses incurred by reason of default, and the real estate brokerage fee.

10. CASUALTY CLAUSE

Seller shall bear the risk of loss or damage to the subject property prior to closing or possession, whichever first occurs. In the event all or a material part of the subject property is damaged or destroyed prior to closing or possession, whichever first occurs, this Agreement shall terminate and be of no further force and effect, unless the subject property can be restored to its present condition on or before the closing date. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the subject property until title has passed to Purchaser or possession is delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage upon taking title to the subject property.

11. EXPENSES OF TRANSFER

A. Seller shall pay:

- (1) Broker's Commission;
- (2) Cost of owner's title policy; and
- (3) Revenue stamps and recording of any releases.

B. Purchaser shall pay:

- (1) Recording fee for deed and mortgage; and
- (2) Cost of Purchaser's mortgage title insurance policy as required by mortgagee.

Each party shall be responsible for their own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Purchaser's financing, and Purchaser shall pay such charges.

12. 1031 EXCHANGE

Both Purchaser and/or Seller agree that it shall be an accommodation party, if requested by Seller and/or Purchaser, in a "1031 Starker Exchange," provided that Purchaser and/or Seller shall incur no additional cost with regard to said accommodation, shall not be required to take title to any property other than the subject property and said accommodation does not delay the closing of the transaction for the subject property.

13. ESCROW

This Agreement will be closed through an escrow either with the (A.) X Purchaser's attorney, (B.) _____ mortgage lender. The funds held in escrow shall be paid out upon recording of the necessary documents and the vesting of merchantable title in the Purchaser.

14. REPRESENTATIONS OF SELLER

Seller hereby represents to Purchaser that, to the best of Seller's knowledge, the subject property is not contaminated with, nor threatened with contamination from outside sources by any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or

regional authority or which is known to pose a hazard to health and safety and that Seller has not used the subject property as a landfill or dumpsite, or for storage of hazardous substances, or has not otherwise done anything to contaminate the subject property with hazardous wastes or substances. Seller warrants that the subject property is not subject to any local, state or Federal judicial or administrative action, investigation or order, as the case may be, regarding wells or underground storage tanks, solid waste disposal sites, or hazardous wastes or substances. In the event Purchaser notifies Seller before closing that the representations and warranties set forth herein are untrue and such notice is accompanied by a report from an engineering company or environmental consultant with experience in evaluating such matter, then Purchaser, at its option, may terminate this Agreement, and the Earnest Money paid herein shall be returned to Purchaser.

15. LEASES

As of the date of this Agreement, the subject property is subject to the following leases:

NONE

Prior to closing, Seller shall not enter into any new leases or agree to extend any existing leases without Purchaser's prior written consent.

16. SELLER'S CONSENT TO ASSIGNMENT

This Agreement shall be freely assignable by Purchaser to any other person or entity without Seller's prior written consent.

17. NOTICES

All notices required hereunder shall be in writing and shall be served upon the parties at the addresses designated herein by personal service, certified mail (return receipt requested), or Federal Express or other overnight mail.

Seller: Two Bulls LC
c/o Alex Kelly
NAI Ruhl Commercial Company
5111 Utica Ridge Road
Davenport, IA 52807

Purchaser: Joel J. Knox
c/o Joe Knox
Joe Knox Company
2627 19th Street
Moline, IL 61265

18. GENERAL CONDITIONS

This Agreement shall be binding upon the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the state in which the subject property is located. This Agreement contains the entire agreement of the parties and no representations, warranties, or agreements have been made by either party except as set forth herein. No modification, waiver, or amendment of the Agreement shall be effective unless made in writing and signed by the parties. All representations, warranties

and covenants made by the parties shall survive closing. Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of the Agreement.

19. BROKER REPRESENTATIONS

It is understood that no representation made by the Broker or Salesperson in the negotiation of this Agreement are being relied upon unless incorporated herein in writing. Broker and Salesperson make no representations or warranties, either expressed or implied, as to the physical or mechanical condition of the subject property.

20. BROKERS AS AGENTS

Parties acknowledge that agency disclosures have been made and signed prior to signing of this Purchase Agreement. The Broker, the Broker's agents, employees, and associates must respond to all questions of the parties accurately and honestly and must disclose all material defects about which they have knowledge, but are not required to discover hidden defects in the subject property or give advice on matters outside the scope of their real estate licenses.

21. AGENCY

Seller and Purchaser acknowledge that the listing agent is representing the Seller and the selling agent is representing the Purchaser.

22. DUE DILIGENCE

(A) For a period of 60 days after the Effective Date of this Agreement (the "Due-Diligence Period"), Purchaser and its agents and representatives shall be entitled to conduct an inspection as to the Property, which will include, but shall not be limited to, the rights to (1) enter on the Property to perform inspections and tests, including, but not limited to, inspection, evaluation, and testing of the heating, ventilation, and air-conditioning systems and all components thereof, the roof of the Building, the parking lots, all structural and mechanical systems within the Building, including, but not limited to, sprinkler systems, power lines and panels, air lines and compressors, automatic doors, tanks, pumps and plumbing, and all equipment and Personal Property; (2) make investigations with regard to zoning, environmental, building code, and other legal requirements, including, but not limited to, an environmental assessment; (3) make or obtain market studies and real estate analyses; and (4) analyze the financial feasibility of ownership of the Property. If Purchaser, in its sole and absolute discretion, determines that the results of any inspection, test, or examination do not meet Purchaser's (or its assignees', underwriters', investment bankers', board of directors', lenders', or investors') criteria for purchase, financing, or operating of the Property in the manner contemplated by Purchaser, or if the information disclosed does not otherwise meet Purchaser's investment criteria or underwriting for any reason whatsoever, or if Purchaser, in its sole discretion, otherwise determines that the Property is unsatisfactory to it, then Purchaser may terminate this Agreement by written notice to Seller, given not later than the last day of the Due-Diligence Period. Upon such termination, the Earnest Money, together with all interest accrued thereon, shall be returned immediately to Purchaser, and except as otherwise provided in this section, neither party shall have any further liability to the other hereunder. In the event Purchaser fails to notify Seller of its intent to terminate this Agreement prior to the expiration of the Due-Diligence Period, Purchaser's right to terminate this Agreement shall be waived

and become null and void.

23. ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an offer by Purchaser on the terms stated above. This Agreement must be accepted by Seller in writing on or before March 2, 2014, no later than 5:00 PM CST. If not so accepted, the offer shall be void and the Earnest Money paid herein returned to Purchaser.

This Agreement has been read and executed on the dates beside our signatures.

Executed by Purchaser:

[Signature] 2-27-14
Purchaser Date

Executed by Seller:

[Signature] 28 FEB 14
Seller Date

Purchaser Date

Seller Date

Council Bill/Resolution No.: 1043-2014

Sponsor: _____

A RESOLUTION

AMENDING Budget Resolution #1187-2013 by authorizing various changes to line items in the FY 2014 Budget.

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

That the FY 2014 Budget is amended by changing the following line items:

<u>Account Number</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Revised Budget</u>
1) 120-1541-452.04-25 Contractual Repairs	\$8,350	\$10,710	\$ 19,060
120-1525-452.08-50 Park Contracts	\$925,000	\$226,775	\$1,151,775
120-0000-300.00-00 Reserves	\$194,745	\$237,485	\$ 432,230

Explanation: Carry over funds from 2013 budget to 2014 budget for Park and Cemetery projects: Siding to Chapel Mausoleum, storage shed and maintenance garage; Riverside Cemetery main entrance repair damage by vehicle collision; Green Valley Backstops; and Tennis Courts.

2) 010-0841-432.08-05 Building Improvements	\$113,000	\$11,000	\$124,000
010-0000-300.00-00 Reserves	\$0	\$11,000	\$11,000

Explanation: Repairs to the EOC building to improve the humidity started in 2013 but will not be completed until 2014 (funds budgeted in 2013).

3) 449-0845-432.03-61 Payment to Agencies	\$30,725	\$26,000	\$56,725
449-0000-300.00-00 Reserves	\$0	\$26,000	\$26,000

Explanation: To reflect the of unused 2013 SWAG Grant funds to the 2014 Sanitation Budget to be used for recycling and solid waste management activities.

Account Number	Current Budget	Budget Adjustment	Revised Budget
4) 017-0728-492.03-11 Grant Administration	\$0	\$28,870	\$28,870
017-0728-492.04-77 Rehab Projects	\$0	\$139,130	\$139,130
017-0000-331.60-00 Grant Revenue	\$0	\$168,000	\$168,000
022-0708-492.03-31 Grant Administration	\$0	\$37,350	\$37,350
022-0708-492.04-25 Contractual Repairs	\$0	\$180,000	\$180,000
022-0000-331.30-00 Grant Revenue	\$0	\$217,350	\$217,350

Explanation: To reflect SFOOR and TRUST FUND Grants awarded too late to be included in the original 2014 budget.

5) 445-9966-415.03-22 Professional/Technical	\$83,480	\$26,095	\$109,575
445-0000-300.00-00 Professional Development	\$562,725	\$26,095	\$588,820

Explanation: To reflect transfer of funds from the 2013 budget to the 2014 budget for the purchase of a FireCom Wireless Communications System.

6) 010-0715-463.03-22 Professional/Technical	\$169,680	\$50,000	\$219,680
010-0000-300.00-00 Reserves	\$11,000	\$50,000	\$61,000

Explanation: Budgeted amount for Subdivision Code was not used in 2013, transfer fund to 2014 budget.

Account Number	Current Budget	Budget Adjustment	Revised Budget
7) 010-0715-463.03-22 Professional/Technical	\$219,680	\$50,000	\$269,680
010-9955-481.10-98	\$534,360	(\$50,000)	\$484,360

Explanation: To reflect C.B. 4004-2014 Retail Recruitment Strategy

8) 320-1840-433.08-30 Sanitary Sewer Contracts	\$1,980,000	\$190,000	\$2,170,000
320-0000-300.00-00 Reserves	\$0	\$190,000	\$190,000
510-9965-438.08-10 Street Contracts	\$0	\$79,000	\$79,000
510-0000-300.00-00 Reserves	\$220,000	\$79,000	\$299,000
310-1716-434-08-45 Water Contracts	\$1,115,000	\$20,000	\$1,135,000
310-0000-300.00-00 Reserves	\$975,425	\$20,000	\$995,425
320-1840-433-08-30 Sanitary Sewer Contracts	\$1,980,000	\$38,000	\$2,018,000
320-0000-300.00-00 Reserves	\$0	\$38,000	\$38,000
330-1971-433-08-35 Storm Water Projects	\$595,000	\$10,000	\$605,000
330-0000-300.00-00 Reserves	\$247,030	\$10,000	\$257,030

Explanation: Project work budgeted in 2013 but did not begin until 2014: 1180-Sanitary Sewer Replacement, 1185-64th Street Pump Station, 1178-Seal Coat Upgrades.

Council Bill/Resolution No.: 1043-2014

Sponsor: _____

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BE IT FURTHER RESOLVED that the City Council directs the Finance Director to make the necessary accounting entries for the aforementioned budget amendments.

CITY OF MOLINE, ILLINOIS

Mayor

March 25, 2014

Date

Passed: March 25, 2014

Approved: April 1, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1044-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with Windstream KDL, Inc. to install fiber optic cable on public right-of-way.

WHEREAS, Windstream KDL, Inc. wishes to install fiber optic cable on public right-of-way along 38th Avenue, Moline; and

WHEREAS, the cable will start in front of 3431 38th Avenue and run to the east a distance of 2,593 feet before heading south for 80 feet and crossing under 38th Avenue; it will then run east 100 feet to the Deere Employees Credit Union property located at 3950 38th Avenue; and

WHEREAS, this cable is being relocated as part of the John Deere Road overpass construction project; and

WHEREAS, the placement of the fiber optic cable on City-owned property 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 a Licensing Agreement with Windstream KDL, Inc. to install fiber optic cable on public right-of-way; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 25, 2014

Date

Passed: March 25, 2014

Approved: April 1, 2014

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit "A"

LICENSEE: Windstream KDL, Inc. – 4001 N. Rodney Parham Rd., Little Rock, AR 72212

LICENSING AGREEMENT

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

The LICENSEE is Windstream KDL, Inc., 4001 N. Rodney Parham Rd., Little Rock, AR 72212, hereinafter called the LICENSEE.

PREMISES: Preferred Route: The line will start near 3431 38th Avenue and run to the east a distance of 2,593 feet before heading south for 80 feet and crossing under 38th Avenue. The line will then run east 100 feet to the Deere Employees Credit Union property located at 3950 38th Avenue; as depicted on the attached Exhibit "1" to this agreement.

USE: LICENSEE shall be allowed only to: Install fiber optic cable in the premises.

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install fiber optic cable in the premises.

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 March 25, 2014 to December 31, 2014. 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 applications fee is \$560. 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: _____

Date: _____

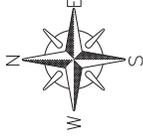
CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

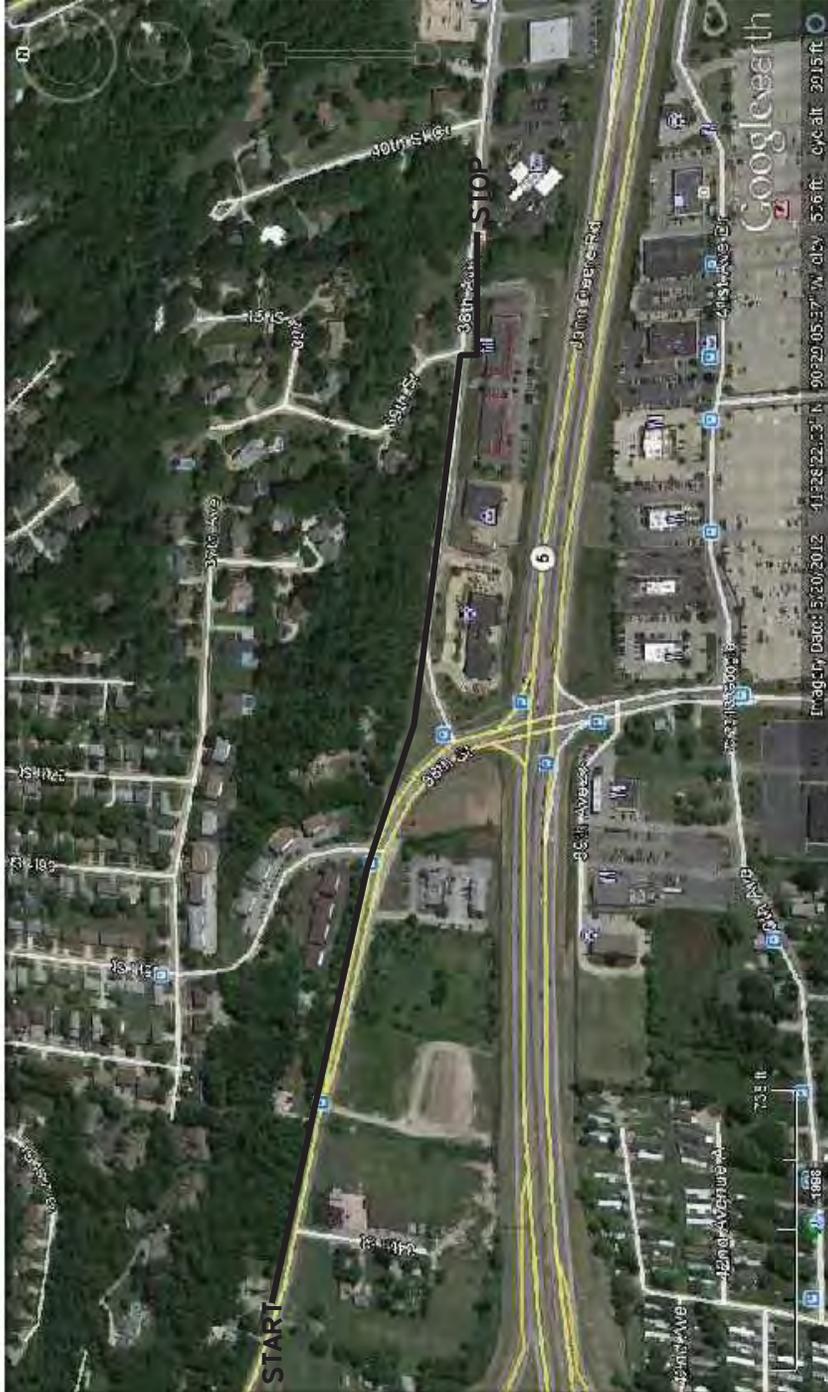
Attest: _____
City Clerk

Approved as to Form:

City Attorney



718642396
 38TH AVE RELOCATION
 38TH AVE & 34TH ST
 MOLINE, ILLINOIS
 61265



THIS PRINT AND DESIGN ARE THE SOLE PROPERTY OF WINDSTREAM ILLINOIS AND SHALL BE CONSIDERED CONFIDENTIAL. THE RECENT AND SHALL BE CONSIDERED CONFIDENTIAL. ANY REVISIONS OR CHANGES TO THIS DESIGN OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF WINDSTREAM ILLINOIS AND SHALL BE RETURNED TO WINDSTREAM ILLINOIS. HOFFMAN ESTATES, ILLINOIS 60192

REV	DATE	DESCRIPTION	ENG	DRAFTER

GENERAL LOCATION PLAN
 JOB: 718642396
 PROJECT: DOT RELOCATION 38TH AVE
 LOCATION: MOLINE, ILLINOIS
 61265

DESIGNED BY: E. JACKSON	SCALE: NTS	DATE DRAWN: 1/23/2014	PROJECT NUMBER: 718642396
DRAWN BY: E. JACKSON	DATE: NTS	DATE: 1/23/2014	PROJECT NUMBER: 718642396
C2	C4		

CONSTRUCTION NOTES
IDOT
DISTRICT 2
819 DEPOT AVENUE
DIXON, ILLINOIS
61021-3546
815-284-2271
MID AMERICAN
ENERGY
1-800-799-4443
ROCK ISLAND COUNTY
EAST MOLINE TWP
DRAWINGS NOT TO SCALE
FOLLOW ALL OSHA
SAFETY PRECAUTIONS
PLACE CABLE @
MINIMUM DEPTH 48"

DRAWING STATUS			
DATE	DESCRIPTION	DRAFTER	SET
	FOR CONSTRUCTION	EJ	1

DRAWING LIST:			
SHEET	DESCRIPTION	SHEET	DESCRIPTION
C01	COVER SHEET		
C02	GENERAL LOCATION PLAN		
C03	BILL OF MATERIALS		
C04	CONSTRUCTION NOTES		
C05	CONSTRUCTION DRAWINGS		
1 - 5			

PROJECT INFORMATION:		CONTACT NAMES AND NUMBERS:	
TOTAL AERIAL SURVEYED FOOTAGE:	287'	PROJECT MANAGER:	ANDRES BRAVO 847-345-4024
TOTAL UG SURVEYED FOOTAGE:	3143'		WINDSTREAM ILLINOIS
TOTAL SURVEYED MILES:	0.1146	DEALER:	ESTWAN JACKSON, (CELL) 317-640-0320