



MOLINE CITY COUNCIL AGENDA

Tuesday, April 22, 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 April 15, 2014, and March Financial Report.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3007-2014

An Ordinance amending Chapter 25, "PLANNING AND DEVELOPMENT," of the Moline Code of Ordinances, Section 25-2100, "OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION," by amending the Official Comprehensive Plan as follows: by adopting and adding new text at Appendices Adopted, page 1; and by adopting and adding new text at Appendices Adopted new Appendices H, I, and K entitled "Moline Comprehensive Plan Updates: Floreciente, Edgewater, and Moline Centre" respectively.

EXPLANATION: The City of Moline was awarded grant funding by the Illinois Department of Commerce and Opportunity (DCEO) to update the Moline Centre, Floreciente Neighborhood, and Edgewater Neighborhood elements of the City's official Comprehensive Plan. The primary objective for updating these plans is to provide a compelling vision and realistic guidance for the continued revitalization and transformation of Moline's central business district and its adjacent riverfront neighborhoods. Project coordination has been a joint effort between the City of Moline and Renew Moline. The Project Management Team and Plan Commission have recommended approval of the Plan.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Special Ordinance 4009-2014

A Special Ordinance authorizing the Mayor and City Clerk to execute a Lease and Concession Agreement with Roy's All Fed Up, Inc. to sell food and beverages from a mobile concession stand

from April 22, 2014 through October 31, 2014 at a portion of Ben Butterworth Parkway (RICO Parcel 08-2664-A).

EXPLANATION: John Rogers d/b/a Roy's All Fed Up desires a Lease and Concession Agreement for the purpose of selling food and beverages from a mobile concession stand along certain portions of Ben Butterworth Parkway as described in Exhibit "A" attached. The Park and Recreation Board of Directors supports having a vendor serving food and beverages from a mobile concession stand along the Parkway for the warm months each year as a method of enhancing services for citizens and visitors utilizing the Parkway, and has approved this Agreement for that purpose. Staff recommends approval.

FISCAL IMPACT: City will receive \$650.00 income for the period.

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

3. Council Bill/Resolution 1057-2014

A Resolution authorizing approval of an Agreement with the Illinois Department of Transportation Related to the I-74 Bridge Advance Work Project on River Drive.

EXPLANATION: The Illinois Department of Transportation (IDOT) will contract to replace the River Drive pavement from 19th to 23rd Streets from September to December of 2014. Water and sanitary sewer replacement work and new street light installation for the City of Moline will be included in IDOT's contract. This agreement defines responsibilities, establishes cost sharing amounts, and all future maintenance responsibilities between IDOT and the City of Moline. Moline's share of the \$8.4 million project estimated to be \$1,171,035.00.

FISCAL IMPACT: Funds are budgeted and available as follows:

<u>ACCOUNT</u>	<u>BUDGETED</u>	
Utility Tax	280,000.00	510-9965-438.0
Water	300,000.00	310-1716-434.0
WPC	900,000.00	320-1840-433.0
Storm		330-1971-433.0

\$1,480,000.00

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1058-2014

A Resolution authorizing approval of a Letter of Understanding with the Illinois Department of Transportation Related to the John Deere Road Widening Project.

EXPLANATION: In May of 2013, the City of Moline and the Illinois Department of Transportation (IDOT) entered into a Jurisdictional Transfer Agreement which defined responsibilities, cost sharing amounts, jurisdiction, and future maintenance responsibilities for both John Deere Road and the local streets constructed and improved as part of the John Deere Road widening project. Since that time, a retaining wall was added to the project along the north side of Coal Town Road at 38th Street. This Letter of Understanding adds maintenance, jurisdiction, and ownership of the retaining wall to the City of Moline.

FISCAL IMPACT: There is no Fiscal Impact at this time. Funds will be required in the future for maintenance and/or replacement of the retaining wall.

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1059-2014

A Resolution authorizing approval of a Resolution Approving the Illinois Department of Transportation’s Plans and Specifications for the Advance I-74 Work on River Drive.

EXPLANATION: Since the Illinois Department of Transportation’s advance I-74 work will take place on River Drive, which is under the City of Moline’s jurisdiction, the Illinois Department of Transportation (IDOT) requires that the City of Moline pass a Resolution formally approving IDOT’s plans and specifications for the work. Staff recommends approval of the Resolution.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1060-2014

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with River Bend Food Reservoir for property located at 309 12th Street, Moline, Illinois, also known as the Food Bank.

EXPLANATION: The City of Moline wishes to acquire the property located at 309 12th Street, known as the Food Bank, from River Bend Food Reservoir, an Iowa not-for-profit corporation, to combine the site with adjacent property the City currently owns in order to facilitate the construction of a parking lot for the nearby Multi-Modal Facility. The Food Bank recently relocated its operations to a more suitable facility and offered to sell the property to the City. The total purchase price will be \$410,000, which is the appraised value.

FISCAL IMPACT: \$410,000

PUBLIC NOTICE/RECORDING: N/A

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

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTIONS

7. Council Bill/Resolution 1061-2014

A Resolution authorizing approval of a Resolution Related to Funding the City of Moline’s Share of the Illinois Department of Transportation’s Advance I-74 Work on River Drive.

EXPLANATION: The Illinois Department of Transportation (IDOT) requires this Resolution to ensure that the City of Moline appropriates the funds necessary to reimburse IDOT for Moline’s share of the project. Moline’s share of the \$8.4 million project is estimated to be \$1,171,035.00. Said funds are budgeted in the 2014 Capital Improvement Plan.

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	
Utility Tax	280,000.00	510-9965-438.0
Water	300,000.00	310-1716-434.0
WPC	900,000.00	320-1840-433.0
Storm		330-1971-433.0

CB 1061-2014		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Mayor Raes		

\$1,480,000.00

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCES

8. Council Bill/General Ordinance 3008-2014

A Special Ordinance authorizing the Mayor and City Clerk to do all things necessary to convey the City-owned properties at 335 4th Avenue and 518 4th Avenue, Moline, to Habitat for Humanity.

EXPLANATION: These two lots were acquired by the City due to Code compliance issues. Staff has been approached by Habitat for Humanity-Quad Cities who is looking to acquire the vacant lots to build single-family homes. Pursuant to the terms of attached Agreement for Sale of Real Estate, the City would donate the lots to Habitat for free, and Habitat would immediately begin maintaining the lots once they take possession.

FISCAL IMPACT: Reduced maintenance costs for the City, future tax revenue with new homes.

PUBLIC NOTICE/RECORDING: Deed and associated documents to be recorded at closing.

9. Council Bill/General Ordinance 3009-2014

An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, by repealing Section 35-5409, "NOISE," in its entirety and enacting in lieu thereof one new Section 35-5409 dealing with the same subject matter.

EXPLANATION: This amendment will update the City's noise performance standards to match current specifications and also reference standards enacted by the State of Illinois Pollution Control Board.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/Special Ordinance 4010-2014

A Special Ordinance declaring the property at 433 19th Avenue as surplus and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 433 19th Avenue, Moline, to Darrell K. McColl.

EXPLANATION: The City acquired the property at 433 19th Avenue as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property. The City published a request for proposals for the purchase and rehabilitation of 433 19th Avenue on March 6, 2014, and Darrell K. McColl ("McColl") submitted the proposal most advantageous to the City. McColl has offered to purchase 433 19th Avenue for \$5,695.00 and promises to complete interior and exterior repair and restoration of the building on said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than February 28, 2015. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for the 2009, 2010, 2011 and 2012 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2013 payable in 2014 have been deemed exempt. McColl will be responsible for paying his pro-rated share of the 2014 taxes from the date of closing until December 31, 2014, and all future taxes thereafter.

FISCAL IMPACT: N/A

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

11. Council Bill/Special Ordinance 4011-2014

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Quad Cities Distance Classic scheduled for Sunday, May 11, 2014.

EXPLANATION: This is a yearly event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

12. Council Bill/Special Ordinance 4012-2014

A Special Ordinance requesting consideration to close certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Moline Kiwanis Bags Tournament scheduled for Saturday, April 26, 2014. **CONSIDERATION REQUESTED.**

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

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

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

CB 4012		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Mayor Raes		

Council Bill/General Ordinance No.: 3007-2014

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 25, “PLANNING AND DEVELOPMENT,” of the Moline Code of Ordinances, Section 25-2100, “OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION,” by amending the Official Comprehensive Plan as follows: by adopting and adding new text at Appendices Adopted, page 1; and by adopting and adding new text at Appendices Adopted new Appendices H, I, and K entitled “Moline Comprehensive Plan Updates: Floreciente, Edgewater, and Moline Centre” respectively.

WHEREAS, the City Council has perceived that the Official Comprehensive Plan, adopted November 13, 2001, could be updated to better reflect the City’s development-related goals and objectives by incorporating new studies and plans as they become available; and

WHEREAS, the City Council desires to amend said Comprehensive Plan by incorporating the “Moline Comprehensive Plan Updates: Floreciente, Edgewater, and Moline Centre” prepared by The Lakota Group, T.Y. Lin International, the CLUE Group, and The Planning Guild, April 2014, and incorporated herein as Exhibit “A”; and

WHEREAS, the Moline Plan Commission participated in the origination and development of the plan; and

WHEREAS, the City Council has received the recommendation of the Moline Plan Commission upon said proposed amendment, which recommendation has been formed after public hearing upon due notice.

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

Section 1 – That Chapter 25, “PLANNING AND DEVELOPMENT,” of the Moline Code of Ordinances, Section 25-2100, “OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION,” is hereby amended by adding new text on page 1, “Appendices,” of the Appendices Adopted volume of the Comprehensive Plan, which new text shall read as follows:

“ * * * * *

APPENDIX H.....FLORECIENTE NEIGHBORHOOD PLAN UPDATE 2014

APPENDIX I.....EDGEWATER NEIGHBORHOOD PLAN UPDATE 2014

* * * * *

APPENDIX K.....MOLINE CENTRE PLAN UPDATE 2014.

* * * * *

Section 2 – That Chapter 25, “PLANNING AND DEVELOPMENT,” of the Moline Code of Ordinances, Section 25-2100, “OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION,” is hereby amended by adding the “Moline Comprehensive Plan Updates: Floreciente, Edgewater, and Moline Centre” respectively, to the Appendices Adopted volume of the Comprehensive Plan as new “Appendices H, I, and K.”

Section 3 – That the Moline Plan Commission participated in the origination and development of the plan.

Section 4 – That after public hearing upon due notice, the Plan Commission has made Recommended Revisions to said Comprehensive Plan, and that said Comprehensive Plan shall be revised by such Recommended Revisions upon final adoption of this ordinance.

Section 5 – That said Comprehensive Plan or notice thereof if permitted by law, shall be filed with the Rock Island County Recorder of Deeds.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Special Ordinance No.: 4009-2014

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease and Concession Agreement with Roy’s All Fed Up, Inc. to sell food and beverages from a mobile concession stand from April 22, 2014 through October 31, 2014 at a portion of Ben Butterworth Parkway (RICO Parcel 08-2644-A).

WHEREAS, Roy’s All Fed Up, Inc. (hereinafter “Vendor”), desires a Lease and Concession Agreement for the purpose of selling food and beverages from a mobile concession stand along certain portions of Ben Butterworth Parkway (hereinafter “Parkway”), being more particularly described in Exhibit “A,” attached hereto and incorporated by reference herein; and

WHEREAS, the City of Moline Park and Recreation Board of Directors (hereinafter “Parks”) supports having a vendor serving food and beverages from a mobile concession stand along the Parkway during the warm months each year as a method of enhancing services for citizens and visitors utilizing the Parkway; and

WHEREAS, Vendor has a positive working history with Parks providing this service.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Lease and Concession Agreement with Roy’s All Fed Up, Inc. to sell food and beverages from a mobile concession stand from April 22, 2014 through October 31, 2014 at a portion of Ben Butterworth Parkway (RICO Parcel 08-2644-A); 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.

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

Passed: _____

Date

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

EXHIBIT "A"

LEASE AND CONCESSION AGREEMENT

THIS LEASE AND CONCESSION AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the City of Moline, Illinois, a municipal corporation (hereinafter "Owner"), by and through its Park and Recreation Board of Directors, and Roy's All Fed Up, Inc., (hereinafter "Vendor") (hereinafter collectively "Parties") to lease portions of Ben Butterworth Parkway for the purpose of selling food and beverages to the public from a mobile food unit or pushcart.

WHEREAS, Owner seeks to enhance services to citizens of Moline and visitors (hereinafter "Individuals") utilizing Ben Butterworth Parkway; and

WHEREAS, Owner has determined having a means of providing food and beverages to Individuals utilizing a certain portion of Ben Butterworth Parkway would be a service enhancement; and

WHEREAS, Owner has determined having a vendor serve food and beverages from a mobile food unit or pushcart from April through October each year is the most appropriate means of providing such a service; and

WHEREAS, Owner is not in the business of nor does it have the personnel necessary to operate a food and beverage service; and

WHEREAS, Vendor is a mobile food unit or pushcart operator and has a positive working history with Owner; and

WHEREAS, Owner wishes to contract with Vendor for the sale of food and beverages to the Individuals, from a mobile food unit or pushcart, along a certain portion of Ben Butterworth Parkway subject to the terms, conditions, restrictions, limitations and reservations stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS
 - a) Premises: Portions of Ben Butterworth Parkway being more particularly described in **Exhibits "1,"** and **"1-A,"** attached hereto and incorporated herein.
 - b) Service(s)/Operation(s): The sale of Owner approved food and beverages from a mobile food unit or pushcart by Vendor.
 - c) Vendor Property: All property provided by Vendor for the Operation including but not limited to the mobile food unit or pushcart, food and beverages.

EXHIBIT "A"

2. USE

- a) Owner shall lease the Premises to Vendor solely for the sale of Owner approved food and beverages from a mobile food unit or pushcart to the public. All food and beverages sold shall be approved by Owner. The selection of beverages and foods referenced herein and its pricing shall be determined by the Vendor. Under no circumstances shall the Premises be used for the sale of alcoholic beverages, tobacco products or the paraphernalia of either.
- b) The Vendor shall operate under the name "Roy's All Fed Up, Inc."
- c) Vendor's shall offer services seven days a week from 10:00 a.m. until 4:00 p.m. weather permitting. Vendor may offer extended serves from 4:00 p.m. until dusk at Vendor's discretion.

3. VENDOR'S RESPONSIBILITIES.

- a) The Parties agree that Vendor is an independent contractor. Vendor shall have the exclusive responsibility for the Operation without undue influence by Owner except in cases specifically referred to in this Agreement; however, at times mutually agreeable, Vendor and Owner or Owner's designee(s) shall discuss and consider the matters which may be of mutual interest in maintaining efficient and profitable operation.
- b) Vendor shall at all times devote reasonable time, attention and energies to the management and improvement of the business. Vendor acknowledges the Premises is public property and agrees that the Owner must have the right to make and enforce rules and regulations governing the Premises, which rules and regulations shall be considered covenants of this Agreement. Present rules and regulations are set forth in **Exhibit "2,"** attached hereto and incorporated by reference herein.
- c) Vendor shall be responsible for all Vendor Property associated with the Operation and shall pay all operational and maintenance costs for same.
- d) Vendor shall keep any mobile food unit or pushcart utilized in the Operation in good working order and shall permit Owner to make periodic inspections of same for the purpose of determining compliance with this requirement.
- e) Vendor agrees to provide Services to the public without discrimination other than that permitted by law. Discrimination by Vendor in the provision of Services hereunder based on race, sex, religion, age, marital status, handicap, national origin, or sexual orientation shall be deemed to be a material breach of this lease.
- f) Vendor shall comply with and at all times operate in a manner which meets all applicable Federal, State and Municipal laws, ordinances and regulations and guiding rules, including but not limited to meeting the requirements for food and beverage permits or licenses.

EXHIBIT "A"

- g) Vendor shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. Vendor's employees shall not be deemed employees of Owner for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Owner for its employees. Vendor shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall not bring any cause of action alleging Owner is the employer of Vendor or any of Vendor's employees, officers or agents, and Vendor shall indemnify, defend and hold harmless Owner against all claims, losses, costs, or expenses associated with the employment of said employees by Vendor.
 - h) Vendor shall remove all Vendor Property from the Premises daily upon completion of Operations for the day.
 - i) Vendor shall be responsible for properly disposing of garbage from the Operation. Vendor shall clean the Premises no less than daily and as frequently as necessary to keep the Premises free of debris resulting from the Operation. Vendor may utilize garbage disposal receptacles on the Premise for debris disposal. Vendor shall notify Owner should the garbage receptacles need emptying.
 - j) At its own expense, Vendor shall obtain a water supply for use at the Premises, which meets the approval of the Environmental Health Specialist prior to commencing Operations.
4. RENT. Vendor shall pay lease payments to Owner as follows:
- a) \$650.00 for the duration of the lease, to be paid in two increments of \$325 each due on or before May 15 and July 15.
 - b) Delinquent payments shall accrue interest at a rate of eight percent per annum.
 - c) Payments shall be made to the City of Moline Finance Department 1630 8th Avenue, Moline, Illinois 61265.
5. TERM AND TERMINATION
- a) The term of this Agreement shall commence on April 22, 2014 (hereinafter "Commencement Date") and shall continue through October 31, 2014. Any holding over after the expiration of the term hereof without the consent of the Owner shall be construed to be a tenancy from month to month at the rental five times the last rental rate in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.

EXHIBIT "A"

- b) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Vendor must peacefully surrender the Premises to Owner; Owner must peacefully surrender Vendor's equipment to Vendor. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Owner.

6. HOLD HARMLESS/INDEMNIFY.

- a) In consideration for permission to use the Premises and Owner's property as granted above, Vendor hereby agrees to defend, hold harmless and indemnify Owner, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Owner's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Owner's property granted hereinunder, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns, in which case Vendor shall have no duty to defend, hold harmless or indemnify.
- b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

7. VENDOR'S INSURANCE COVERAGE. Vendor shall, throughout the term of this Agreement and at Vendor's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Owner, which policy or policies shall:

- a) Have limits of \$1,000,000.00 per occurrence personal injury and \$100,000.00 per occurrence property damage.
- c) Name Owner as an additional insured party.

EXHIBIT "A"

- d) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice in a form similar to that attached hereto as **Exhibit "3."**
- g) Contain fire and extended perils insurance covering Vendor's own property and insuring Vendor's possessions on the Premises; Owner shall have no duty to insure Vendor's possessions, the possessions of Vendor's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster.
- h) Each such policy of insurance shall contain a waiver of subrogation provision.

To the extent required by law, Vendor shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Vendor from the Operation. Certificates of all insurance coverage shall be delivered to Owner seven (7) days prior to the Commencement Date.

8. **NOTICES.** Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:
- a) Hand delivered to the party to whom the notice is addressed, or
 - b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Owner:
Laura Duran
Park & Recreation Director
City of Moline
3635 4th Avenue
Moline, IL 61265

Vendor:
Roy's All Fed Up, Inc.
attn: John Rogers
2504 18th Avenue, Apt. D
Rock Island, IL 61201

Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. **OBSERVANCE OF LAWS AND ORDINANCES.** Vendor must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Vendor's conduct or use of the premises.
10. **SURRENDER OF PREMISES.** At the end or termination of the term hereby demised, Vendor covenants to surrender and deliver up the Premises hereby leased in as good a condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.

EXHIBIT "A"

11. ASSIGNMENT AND SUBLEASING. Vendor shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Owner, and consent of Owner shall not release or discharge Vendor from any obligations hereunder.
12. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
13. WAIVER. Waiver by Owner of any breach of any covenant or duty of Vendor under this Agreement is not a waiver of a breach of any other covenant or duty of Vendor, or of any subsequent breach of the same covenant or duty.
14. CHOICE OF 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 same venue.
15. TAXES. Vendor shall also be responsible for and pay all real estate taxes assessed against the lease premises if any are so assessed and shall furnish to Owner proof of payment within thirty (30) days after payment is due.
16. MISCELLANEOUS.
 - a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
 - b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
 - c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.

EXHIBIT "A"

IN WITNESS WHEREOF, this Lease and Concession Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**CITY OF MOLINE, ILLINOIS
(OWNER)**

**ROY'S ALL FED UP, INC.
(VENDOR)**

By: _____
Scott Raes, Mayor

BY: _____
John Rogers, _____
Print Title

BY: _____
Chip Nelson, President
Parks and Recreation Board

ATTEST:

Tracy Koranda, City Clerk

DATE: _____

Approved as to Form:

City Attorney

EXHIBIT "1"
DESCRIPTION

A portion of Ben Butterworth Parkway described as follows: Beginning at the northeast corner of the easternmost parking lot located on RICO Parcel MO-2644-A and commencing northwest 180 feet more or less following the northern edge of said parking lot; thence north 15 feet to the southern edge of the Ben Butterworth Parkway trail; thence east 177 feet more or less following the southern edge of the Ben Butterworth Parkway trail; thence south 60 feet more or less to the point of beginning, said Premises depicted in the diagram attached hereto and incorporated herein as Exhibit "1-A."

SEE ATTACHED DIAGRAM
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "2"

RULES AND REGULATIONS

1. **Use of Name:** Vendor shall not use the name of the Owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's prior written consent.
2. **Obstruction:** Vendor, its customers, invitees and guests shall not obstruct the public bike/walking path that runs through the Premises.
3. **Noises and Odors:** Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other users of the Premises or unduly disturb any wildlife in and around the Premises.
4. **Solicitation:** Vendor shall not exhibit, sell or offer to sell, use, rent or exchange any item or service from the Premises unless ordinarily embraced within Vendor's use of the Premises specified herein.
6. **Vendor Shall Not Interfere With Reserved Rights:** Vendor shall not attempt to exercise any of the rights specifically reserved by Owner or interfere in any way with the exercise of these rights by Owner.

EXHIBIT "3"

INSURANCE REQUIREMENTS

- 1) City should be listed as Additional Insured.
- 2) Certificate should evidence the addition of a special provision by which Insurer waives its right of subrogation with regard to the City of Moline.
- 2) Certificate Holder should read:
City of Moline
619 16th Street
Moline, Illinois 61265
- 3) Cancellation should read: ***Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured will endeavor to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.***

Council Bill/Resolution No.: 1057-2014
Sponsor: _____

A RESOLUTION

AUTHORIZING approval of an Agreement with the Illinois Department of Transportation Related to the I-74 Bridge Advance Work Project on River Drive.

WHEREAS, the Illinois Department of Transportation (IDOT) will contract to replace the River Drive pavement from 19th to 23rd Street from September to December of 2014 ; and

WHEREAS, water and sanitary sewer replacement work and new street light installation for the City of Moline will be included in IDOT's contract; and

WHEREAS, this agreement defines responsibilities, establishes cost sharing amounts, and all future maintenance responsibilities between IDOT and the City of Moline; and

WHEREAS, Moline's share of the \$8.4 million project is estimated to be \$1,171,035.00; 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 City Council finds it in the best interest of the City of Moline, Illinois, to approve an Agreement with the Illinois Department of Transportation Related to the I-74 Bridge Advance Work Project on River Drive.

CITY OF MOLINE, ILLINOIS

Mayor

April 15, 2014
Date

Passed: April 15, 2014

Approved: April 22, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

City of Moline
FAP Route 5756 (3rd Avenue)
State Section (81-1)M
City Section 13-00260-00-PV
Rock Island County
Job No. C-92-123-13
Contract No. 64J68
Agreement No. JN-2-14-032

AGREEMENT

This agreement, entered into this _____ day of _____, A.D., 20____, by and between the state of Illinois, acting by and through its Department of Transportation, hereinafter called the STATE and the city of Moline, of the state of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 0.29 miles of 3rd Avenue (River Drive) starting at a point near the east side of 19th Street to a point near the west edge of 23rd Street, FAU Route 5756 (3rd Avenue), STATE Section (81-1)M, by removing and replacing the pavement with 12-inches of granular material sub-base, 4-inches of stabilized sub-base hot-mix asphalt and 9¼ inches of Portland Cement Concrete, providing for two 12-foot westbound traffic through lanes, a variable width left turn lane, a variable width shoulder with future intention of a right turn lane, two 12-foot eastbound traffic through lanes, two 12-foot and variable width eastbound left turn lanes, a variable width eastbound right turn lane, concrete median, combination concrete curb and gutter, concrete sidewalks, and all other work necessary to complete the improvement in accordance with the approved plans and specifications, hereinafter called the PROJECT; and

- A. 20th Street (E-W Frontage Road) will be reconstructed with 12-inches of granular material sub-base, 4-inches of stabilized sub-base hot-mix asphalt and 9¼ inches of Portland Cement Concrete, providing for two variable width traffic through lanes, combination concrete curb and gutter; and
- B. Approximately 200 linear feet of the Entrance Ramp (from 3rd Avenue to I-74) and Exit Ramp (from I-74 to 3rd Avenue) will be removed and replaced with 10-inches of granular material sub-base, 6-inches of Polymerized hot-mix asphalt binder course, and 2 ¼-inches of Polymerized hot-mix asphalt surface course, providing each ramp with two 13-foot and variable width traffic through lanes; and
- C. Reconstruct approximately 1075 linear feet of the 10-foot wide Multi-use path along the north side of 3rd Avenue (River Drive) starting at point approximately 329 linear feet east of 19th Street and continuing east to a point near the west edge of 23rd Street and 3rd Avenue (River Drive) intersection, reconstructed with 6-inches of aggregate base course material, 2-inches of hot-mix asphalt binder course and 2-inches of hot-mix asphalt surface course; and
- D. 3rd Avenue (River Drive) will be closed to through traffic for approximately 3 months, with an estimated completion date of December 6, 2014. A marked detour (see Temporary Traffic Control plan sheets attached hereto and made a part hereof) will be provided utilizing I-74 Illinois bound to 7th Avenue (Exit 1 ramp) right to 19th Street (west River Drive access), from I-74 Illinois bound to 7th Avenue (Exit 1 ramp) left to 23rd Street (east River Drive access), from westbound River Drive to 23rd Street to 4th Avenue (IL 92 westbound) to 19th Street to River Drive, from westbound River Drive to 23rd Street to 7th Avenue to I-74 (Entrance ramp, Iowa bound), from River Drive eastbound to 19th Street to 6th Avenue (IL 92 Eastbound) to 23rd Street to River Drive, from River Drive eastbound to 19th Street to 7th Avenue (Entrance

ramp, Iowa bound). The department will be responsible for all signing and barricades required for the detour. Lane closures on 3rd Avenue (River Drive) may be needed after the road closure time frame described herein to complete landscape pay items and other short-term work items necessary to complete the project.

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, acquire all necessary right-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay all construction and engineering costs, subject to payment by the CITY for its share of the improvement as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<u>Type of Work</u>	Federal		State		City		Total
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
All Construction Costs Excluding the Following	\$4,963,726	80%	\$1,240,932	20%	N/A	N/A	\$6,204,658
Multi-Use Path	\$74,051	80%	N/A	N/A	\$18,513	20%	\$92,563
Watermain Improvements	N/A	N/A	N/A	N/A	\$214,977	100%	\$214,977
Sanitary Improvements	N/A	N/A	N/A	N/A	\$635,077	100%	\$635,077
Manhole 5'-DIA, Ty1, Approx. 1 ea.	N/A	N/A	N/A	N/A	\$3,850	100%	\$3,850
Manhole 6'-DIA, Ty1, Approx. 4 ea.	N/A	N/A	N/A	N/A	\$15,600	100%	\$15,600
Fire Hydrants to be removed Approx. 3 each	N/A	N/A	N/A	N/A	\$2,325	100%	\$2,325
Fire Hydrants Assembly Complete, Approx. 3 each	N/A	N/A	N/A	N/A	\$14,400	100%	\$14,400
Water Valve 8", Approx. 1 ea.	N/A	N/A	N/A	N/A	\$1,300	100%	\$1,300
Water Valve 16", Approx. 1 ea.	N/A	N/A	N/A	N/A	\$5,500	100%	\$5,500
Filling Valve Vaults, Approx. 3 ea.	N/A	N/A	N/A	N/A	\$900	100%	\$900
Valve Boxes to be removed, Approx. 1 ea.	N/A	N/A	N/A	N/A	\$110	100%	\$110
Lighting Improvements	N/A	N/A	N/A	N/A	\$100,872	100%	\$105,740
Sub-total	\$5,037,777		\$1,240,932		\$1,018,291		\$7,297,000
P&C Engineering (15%)	\$755,667		\$186,140		\$152,744		\$1,094,550
TOTAL	\$5,793,444		\$1,427,071		\$1,171,035		\$8,391,550

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for preliminary and construction engineering.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit A, and made a part hereof. The CITY agrees to pay to the Department of Transportation of the state of Illinois, upon award of this project, from any funds allotted to the CITY, the amount of 80% of its estimated obligation under the provisions of this agreement, and will pay to the said department the remainder of its obligation in a lump sum upon completion of the project based upon final costs.
5. The CITY agrees to continue to enforce existing ordinances regulating parking along 3rd Avenue (River Drive) within the PROJECT limits, copies of said ordinances are on file at the STATE'S District Office.
6. The CITY agrees to continue to enforce existing ordinances prohibiting the discharge of sanitary and industrial wastewater into the storm water drainage systems, a copy of which is on file at the STATE'S District Office.
7. Prior to the STATE advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively determined with representatives from the CITY and the STATE.

The CITY agrees to continue to enforce existing ordinances relative to the disposition of encroachments and prohibiting, in the future, any new encroachments on public right-of-way within the limits of this improvement, a copy of which is on file at the STATE'S District Office.

8. The CITY agrees not to permit the construction of additional entrances (private or commercial) onto 3rd Avenue (River Drive), within the limits of this improvement without the concurrence of the Department of Transportation
9. Prior to construction, the CITY shall exercise its franchise right to cause utilities to be relocated, if necessary, at no expense to the STATE.
10. The CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the multi-use path not otherwise carried on State structures. The CITY further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the multi-use path.
11. The CITY agrees to cause its utilities located on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted at no expense to the STATE.
12. The CITY agrees to allow the department and awarded Contractor and their approved sub-Contractor(s) access to PROJECT right-of-way to conduct contract construction for the above noted contract.

13. Upon final field inspection of the improvement, the STATE agrees to maintain or cause to be all ramp lanes leading to or from I-74 to or from 3rd Avenue (River Drive), painted pavement markings, and all curbs and gutters and/or shoulders adjacent to the said ramp traffic lanes or turn lanes.
14. Upon final field inspection of the improvement, and so long as 3rd Avenue (River Drive) is under the CITY's jurisdiction, the CITY agrees to maintain or cause to be maintained the two 12-foot and variable width westbound traffic through lanes, a variable width left turn lane, a variable width shoulder with future intention of a right turn lane, two 12-foot and variable width eastbound left turn lanes, a variable width eastbound right turn lane, all pavement markings, parking lanes, and their adjacent curbs and gutters and/or shoulders adjacent to said through traffic lanes or turn lanes, and accept jurisdiction and ownership of sidewalks, parkways, guardrails, watermains and crosswalks, CITY owned utilities including the appurtenances thereto, highway lighting, lighting fixtures including furnishing the electrical energy therefore, and the following items which are not to be maintained by the STATE including:
 - A. The multi-use path, including but not limited to the administration, control, reconstruction, and maintenance of the multi-use path not otherwise carried on STATE structures
 - B. Storm sewers and appurtenances and to perform those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids plus structural failures between adjacent manholes.
 - C. Sanitary sewers and appurtenances and to perform those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, and manholes along with the repair or replacement of manholes' frames, grates or lids plus structural failures between adjacent manholes.
 - D. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including 20th Street (E-W Frontage Road) all turn lanes, up to the edge of pavement of 3rd Avenue (River Drive) through traffic lanes.
15. The CITY agrees to all covenants contained in previous agreements or letters of understanding relating to city owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the city limits, shall remain unchanged.
16. Upon acceptance by the STATE of the new traffic signal installation on the on/off interchange ramps at I-74 and 3rd Avenue (River Drive), the STATE and the CITY will share financial responsibility for the costs of maintenance and electrical energy for the operation of the signals. The actual signal maintenance will be performed by the CITY, either with its own forces or through an ongoing contractual agreement. The CITY will be reimbursed for the STATE'S share of the costs of maintenance and electrical energy for the signals, which shall become part of the Intergovernmental Master Agreement for Maintenance of Traffic Control Devices executed by the STATE and the CITY on July 1, 2011. The CITY shall maintain the signals to at least a Level I maintenance as specified in Exhibit B of the Master Intergovernmental Agreement
17. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY'S financial and maintenance obligations described herein, prior to the STATE'S advertising for the aforescribed proposed improvement, attached as Exhibit B.

- 18. This agreement shall be subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the agreement.
- 19. This agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.
- 20. This agreement No. JN-2-14-032 shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ATTEST:

CITY OF MOLINE

By: _____
City Clerk

By: _____
Scott Raes, Mayor

Date: _____, 20__

Date: _____, 20__

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Omer M. Osman, P.E.
Director of Highways/Chief Engineer

Date: _____, 20__

EXHIBIT B
RESOLUTION

APPROVING PLANS AND SPECIFICATIONS AS PROPOSED BY THE STATE
OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR A JOINT CITY-STATE
IMPROVEMENT OF 3rd AVENUE, FAU ROUTE 5756,
STATE SECTION (81-1)M, IN THE CITY OF MOLINE,
ROCK ISLAND COUNTY, ILLINOIS

WHEREAS, be it hereby resolved by the City Council of the City of Moline that the plans and specifications as proposed by the state of Illinois, Department of Transportation for the improvement of 3rd Avenue, FAU 5756, State Section (81-1)M, are hereby considered satisfactory and acceptable.

I, _____, City Clerk in and for the City of Moline, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, A.D., 20 ____.

City Clerk

Council Bill/Resolution No.: 1058-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Letter of Understanding with the Illinois Department of Transportation
Related to the John Deere Road Widening Project.

WHEREAS, in May of 2013, the City of Moline and the Illinois Department of Transportation (IDOT) entered into a Jurisdictional Transfer Agreement which defined responsibilities, cost sharing amounts, jurisdiction, and future maintenance responsibilities for both John Deere Road and the local streets constructed and improved as part of the John Deere Road widening project; and

WHEREAS, since the original agreement, a retaining wall was added to the project along the north side of Coal Town Road at 38th Street; and

WHEREAS, the Letter of Understanding adds maintenance, jurisdiction, and ownership of the retaining wall to the City of Moline; and

WHEREAS, funds will be required in the future for maintenance and/or replacement of the retaining wall.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to approve of a Letter of Understanding with the Illinois Department of Transportation Related to the John Deere Road Widening Project.

CITY OF MOLINE, ILLINOIS

Mayor

April 15, 2014
Date

Passed: April 15, 2014

Approved: April 22, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney



Illinois Department of Transportation

Division of Highways / Region 2 / District 2
819 Depot Avenue / Dixon, Illinois / 61021-3500
Telephone 815/284-2271

PROGRAM DEVELOPMENT

Project Support - LETTER OF UNDERSTANDING

FAP Route 595 (Illinois 5)

Section (142-1)R-1 & 142-1 HB

Rock Island County

City Section 13-00255-00-PV

Job No. C-92-076-12

Contract No. 64B84

Agreement No. LU-2-14-048

March 3, 2014

Honorable Scott Raes

Mayor

619 16th Street

Moline, Illinois 61265

Dear Mayor Raes:

This letter of understanding is to outline the maintenance and ownership responsibilities located within the project limits of the John Deere Expressway improvement. The project consists of improving Illinois Route 5 (John Deere Expressway) by constructing a new corridor road system (41st Drive Connector) and intersection improvements at 38th Street, 40th Avenue, 41st Avenue Drive, 41st Street and Coalton Road (38th Avenue), said improvement designated FAP Route 595 (Illinois Route 5), Section (142-1)R-1 & 142-1 HB, by constructing 9-inch Portland Cement Concrete pavement over a 16-inch aggregate sub-base, combination curb and gutter, 4-inch topsoil ditches, new structure carrying 41st Drive Connector Road over Illinois Route 5 (John Deere Expressway), providing for two 13-foot wide through traffic lane, one 12-foot common use left/right turn lane, one 12-foot and variable width right turn lane, one 10-foot and variable width flush median, and a 10-foot multi-use path.

Upon final field inspection of the improvements constructed with this project, and so long as Illinois Route 5 (John Deere Expressway) is used as a State Highway, the STATE agrees to have jurisdiction of and to maintain or cause to be maintained the two 12-foot in width westbound lanes, two 12-foot in width eastbound lanes, one 12-foot in width eastbound right turn lane, pipe culverts within the John Deere Road ditch and all curbs and gutters and/or shoulders adjacent to said traffic lanes and turn lanes from 38th Street to a point located approximately 0.01 miles west of 38th Street.

Upon final field inspection of the improvement, the CITY agrees to maintain, accept jurisdiction and ownership of the improvements which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, landscaping, crosswalk and pavement markings, traffic signals, street sign items, highway lighting including furnishing the electrical energy therefore,

Honorable Scott Raes
Page 2
March 3, 2014

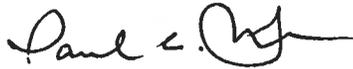
retaining walls located on Coaltown Road at approximately station 19+00 - 27+00 left and approximately station 25+00 - 27+00 right, 41st Drive Connector (excluding SN 081-0176) at approximately station 521+33 – 530+23 right and approximately station 526+70 – 532+25 left, bike railings/fencing, pedestrian railings/fencing, and CITY owned utilities including the appurtenances thereto.

The CITY agrees to all covenants contained in previous agreements or letters of understanding relating to city owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the city limits, shall remain unchanged.

This letter of understanding (LU-2-14-048) shall be binding upon the parties hereto, their successors and assigns. Your acceptance of this letter of understanding shall be considered as your approval of the terms contained herein. Three copies of this letter of understanding have been prepared and contain my original signature. Please sign all three copies and return two to this office. The other copy may be retained for your files.

If you should have any questions, please contact Mr. Brian Mayer, Project Support Engineer at (815)284-5353.

Sincerely,



Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

CITY OF MOLINE

Scott Raes, Mayor

Date

cc: Scott Hinton, City Engineer

LU-2-14-048 Moline.64B84

Council Bill/Resolution No.: 1059-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Resolution Approving the Illinois Department of Transportation's Plans and Specifications for the Advance I-74 Work on River Drive.

WHEREAS, the Illinois Department of Transportation's (IDOT) advance I-74 work will take place on River Drive under the City of Moline's jurisdiction; and

WHEREAS, the Illinois Department of Transportation (IDOT) requires that the City of Moline pass a Resolution formally approving IDOT's plans and specifications for said work; and

WHEREAS, staff recommends approval of resolution.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to approve of a Resolution Approving the Illinois Department of Transportation's Plans and Specifications for the Advance I-74 Work on River Drive.

CITY OF MOLINE, ILLINOIS

Mayor

April 15, 2014
Date

Passed: April 15, 2014

Approved: April 22, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

EXHIBIT B
RESOLUTION

APPROVING PLANS AND SPECIFICATIONS AS PROPOSED BY THE STATE
OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR A JOINT CITY-STATE
IMPROVEMENT OF 3rd AVENUE, FAU ROUTE 5756,
STATE SECTION (81-1)M, IN THE CITY OF MOLINE,
ROCK ISLAND COUNTY, ILLINOIS

WHEREAS, be it hereby resolved by the City Council of the City of Moline that the plans and specifications as proposed by the state of Illinois, Department of Transportation for the improvement of 3rd Avenue, FAU 5756, State Section (81-1)M, are hereby considered satisfactory and acceptable.

I, _____, City Clerk in and for the City of Moline, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, A.D., 20 ____.

City Clerk

Council Bill/Resolution No.: 1060-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with River Bend Food Reservoir for property located at 309 12th Street, Moline, Illinois, also referred to as the Food Bank.

WHEREAS, the City wishes to acquire the property located at 309 12th Street, Moline, Illinois; and

WHEREAS, River Bend Food Reservoir is the owner of the property and has agreed to sell and convey said property to the City for \$410,000 pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, the City is required to provide adequate parking for the Multi-Modal facility which is currently under development and will include the passenger rail station as well as the private development of an extended stay hotel and other commercial, retail and food service uses; the developer has agreed to lease parking from the City at market rate provided the parking is adjacent to the facility.

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 with River Bend Food Reservoir for property located at 309 12th Street, Moline, Illinois (Parcel Number MO-5814), for \$410,000; provided, however, that said Agreement is in substantially similar form and content to that attached hereto as Exhibit "A," and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the same officials are hereby authorized to execute all necessary documents referenced therein; and 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

April 22, 2014

Date

Passed: April 22, 2014

Approved: May 6, 2014

Attest: _____

City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT, dated as of April 15, 2014 (the "Effective Date"), is by and between **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), located in Moline, Illinois, and **RIVER BEND FOOD RESERVOIR**, an Iowa not-for-profit corporation, (hereinafter "**Seller**"), located at 309 12th Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property commonly known as 309 12th Street, Moline, Illinois, Parcel No. 08-5814, and PIN Number 0832309001, legal description to be verified by the date of closing (hereinafter "Property");

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

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 Four Hundred Ten Thousand and 00/100 Dollars (\$410,000.00) (the "Purchase Price"), payable by certified funds to Seller at closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before **the 1st day of August, 2014**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Sellers, and Buyer shall accept the conveyance at such time and place. Possession shall be given at closing.

Sec. 3. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Seller shall convey title to the Property by Warranty Deed ("Deed").. 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; and

3. Matters that would be revealed by an ALTA survey of the Property.

(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 represent 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. 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.

- (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. DUE DILIGENCE

(A) For a period of 60 days after the Effective Date of this Agreement (the “Due-Diligence Period”), Buyer and its agents and representatives shall be entitled to conduct an inspection as to the Property, at Buyer’s sole expense, 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 Buyer, in its sole and absolute discretion, determines that the results of any inspection, test, or examination do not meet Buyer’s criteria for purchase, financing, or operating of the Property in the manner contemplated by Buyer, or if the information disclosed does not otherwise meet Buyer’s investment criteria or underwriting for any reason whatsoever, or if Buyer, in its sole discretion, otherwise determines that the Property is unsatisfactory to it, then Buyer may terminate this Contract by written notice to Seller, given not later than the last day of the Due-Diligence Period. Upon such termination, except as otherwise provided in this section, neither party shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of its intent to terminate this Contract prior to the expiration of the Due-Diligence Period, Buyer’s right to terminate this Contract shall be waived and become null and void.

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

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

**Sec. 7. 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. 8. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Sec. 9. 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. 10. 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. 11. 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. 12. 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. 13. 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 within thirty days of execution of this Agreement by the Seller, 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, **RIVER BEND FOOD RESERVOIR**, Seller, has caused this Agreement for Sale of Real Estate to be executed this 15 day of April, 2014.

Thomas Laughlin
Thomas Laughlin, Executive Director

John Weber
John Weber, Chairman of the Board

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

On this 15 day of April, 2014, before me, a Notary Public in and for said County and State aforesaid, personally appeared Suzanne Himsl, to me personally known, who being by me duly sworn (or affirmed) did say that he is a agent of **RIVER BEND FOOD RESERVOIR**, an Iowa not-for-profit corporation, and that said instrument was signed on behalf of the corporation by said Thomas Laughlin as agent of said company. John Weber acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

(seal) OFFICIAL SEAL
SUZANNE R HIMSL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/14/14

Suzanne R Himsl
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 _____, 2014.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

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

On this . day of _____, 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 16th Street
Moline, IL 61265
Phone: (309) 524-2021
E-mail: mriggs@moline.il.us

Council Bill/Resolution No.: 1061-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Resolution Related to Funding the City of Moline's Share of the Illinois Department of Transportation's Advance I-74 Work on River Drive.

WHEREAS, the Illinois Department of Transportation (IDOT) requires this Resolution to ensure that the City of Moline appropriates the funds necessary to reimburse IDOT for Moline's share of the project; and

WHEREAS, Moline's share of the \$8.4 million project is estimated to be \$1,171,035.00; and

WHEREAS, staff recommends approval and funds are budgeted.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to approve of a Resolution Related to Funding the City of Moline's Share of the Illinois Department of Transportation's Advance I-74 Work on River Drive

CITY OF MOLINE, ILLINOIS

Mayor

April 15, 2014
Date

Passed: April 15, 2014

Approved: April 22, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 335 4th Avenue and 518 4th Avenue as surplus; and

AUTHORIZING the Mayor and City Clerk to do all things necessary to convey the City-owned properties at 335 4th Avenue and 518 4th Avenue, Moline, to Habitat for Humanity-Quad Cities.

WHEREAS, the City recently acquired the properties at 335 4th Avenue and 518 4th Avenue, Moline, due to Code enforcement issues; and

WHEREAS, Habitat for Humanity-Quad Cities is interested in building a single-family home on each of the two lots; and

WHEREAS, the City and Habitat have already facilitated the construction of new homes in this neighborhood; and

WHEREAS, the City of Moline feels the construction of additional single-family homes in this neighborhood will continue to stabilize the neighborhood; and

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

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

Section 1 - That the property located at 335 4th Avenue and 518 4th Avenue is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to do all things necessary to convey 335 4th Avenue and 518 4th Avenue, Moline, to Habitat for Humanity-Quad Cities; provided however, that said Quit Claim deed is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

Section 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between, **HABITAT FOR HUMANITY-QUAD CITIES**, an Iowa domestic non-profit corporation (hereinafter “**Buyer**”), located in Davenport, Iowa, and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter “**Seller**”), located at 619 16th Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter “**Property**”), and commonly known as 518 4th Avenue, Moline, Illinois, and 335 4th Avenue, Moline, Illinois;

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

Sec. 1. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of **One and No/100ths Dollars (\$1.00)** (hereinafter “**Purchase Price**”) payable to Seller at time of closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before **the 31st day of May, 2014**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Buyer shall take possession of the property at closing.

Sec. 3. CONVEYANCE OF PROPERTY

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

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

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

(b) Proration of Taxes and Adjustments. There shall be no proration of taxes as the Property is currently tax exempt; and there are no leases for the subject property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. Buyer shall pay:

1. Recording fees for deed and mortgages, if any;
2. Cost of Buyer's abstracting or mortgage title insurance policy, if necessary.

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

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

(e) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

Sec. 4. PROPERTY CONDITION

Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property.

Sec. 5. ENTIRE AGREEMENT

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

Sec. 6. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock

Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

Sec. 7. SEVERABILITY

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

Sec. 8. ASSURANCE OF FURTHER ACTION

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

Sec. 9. ACCEPTANCE

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase on the terms stated above. Buyer's offer to buy herein shall be irrevocable to and including May 31, 2014. If not so approved by the Seller, through its City Council, by May 6, 2014, this offer and Agreement shall be void.

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

IN WITNESS WHEREOF, **Habitat for Humanity-Quad Cities**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this _____ day of _____, 2014.

By: _____
Name: _____
Its: _____

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

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Habitat for Humanity-Quad Cities, executing the within and foregoing instrument to which this is attached; that said instrument was signed and delivered as the free and voluntary act of said corporation, and caused the corporate seal of the said corporation to be affixed thereto, pursuant to authority give by the Board of Directors of said Corporation as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

(seal)

NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 2014.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 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

Prepared by:

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

SCHEDULE A

LOT NUMBER THREE (3) IN BLOCK NUMBER EIGHT (8) IN WEST MOLINE, AN ADDITION IN THE CITY OF MOLINE, SITUATED IN ROCK ISLAND COUNTY, ILLINOIS;

Commonly known as: 518 4th Avenue, Moline, Illinois 61265; Parcel No. 08-1027;

and

THE EAST 31 FEET OF LOT 13 AND THE WEST 20 FEET OF LOT 14 IN BLOCK 1 IN THAT PART OF THE CITY OF MOLINE KNOWN AS AND CALLED JOHN DEERE'S ADDITION TO SAID CITY; SITUATED IN ROCK ISLAND COUNTY, ILLINOIS;

Commonly known as: 335 4th Avenue, Moline, Illinois 61265; Parcel No. 08-2493.

Council Bill/General Ordinance No.: 3009-2014

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, by repealing Section 35-5409, “NOISE,” in its entirety and enacting in lieu thereof one new Section 35-5409 dealing with the same subject matter.

WHEREAS, a technical review prepared by KJWW, an engineering consulting firm, has determined Moline’s noise performance standards are based on 1950s specifications, and instruments used to enforce those standards are no longer available; and

WHEREAS, this Council has perceived that the Zoning and Land Development Code could better reflect the City’s site improvement and performance goals by updating its noise standards to match modern specifications and sound-measuring instruments; and

WHEREAS, the Moline Plan Commission has determined the City could better meet its noise performance and enforcement goals by referencing the State of Illinois Pollution Control Board sound emission standards and limitations; and

WHEREAS, this Council has received the recommendation of the Moline Plan Commission upon said proposed amendments, which recommendation has been formed after public hearing upon due notice, research, and input from a local technical expert.

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

Section 1 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, is hereby amended by repealing Section 35-5409, “NOISE,” in its entirety and enacting in lieu thereof one new Section 35-5409 dealing with the same subject matter, which shall read as follows:

“SEC. 35-5409. NOISE.

(a) No person or entity shall emit beyond the boundaries of his or her property any noise that unreasonably interferes with the enjoyment of life or with any lawful business or activity within the limits of the City of Moline so as to violate the City of Moline’s Noise Performance Standards or any other federal or state laws or regulations, as amended.

(b) **Noise Performance Standards.** The standards for noise emissions in Title 35, Subtitle H, Chapter 1, Part 901, except Section 901.107(a) and (d), of the Illinois Administrative Code, as amended, adopted by the Illinois Pollution Control Board, are hereby adopted by reference as the “noise performance standards” for the City of Moline. Except as stated herein and unless a different meaning of a term is clear from its context, the definitions of terms used in the Sections stated above are the same as those set forth in 900.101.

(c) Under the City of Moline's Noise Performance Standards, daytime hours shall be from 6:00 a.m. to 9:00 p.m., local time, and nighttime hours shall be from 9:00 p.m. to 6:00 a.m., local time.

(d) Noise measurements shall be taken in accordance with the procedures specified as follows:

(1) Insofar as practicable, sound measurements shall be made while the source under investigation is operating at normal, routine conditions and, as necessary, at other conditions, including, but not limited to, design, maximum, and fluctuating rates.

(2) All tests shall be conducted in accordance with the following procedures:

- a. Enforcement personnel shall, to the extent practicable, identify all sources contributing to the noise at the point of measurement;
- b. Measurements shall be taken at or within the property line of the affected person;
- c. No outdoor measurements shall be taken during periods when wind speeds (including gusts) exceed fifteen (15) miles per hour;
- d. Measurements shall be taken in keeping with the instructions of the manufacturer of the measuring equipment.

(3) The report for each measurement session shall include, but not be limited to:

- a. The date and times at which measurements are taken;
- b. The results of the calibration check;
- c. The weather conditions;
- d. The identification of all monitoring equipment;
- e. A description of the source(s) and its operating cycle;
- f. The total sound level (level with the sources in question operating); and
- g. The background sound level (level without the sources in question operating).

(4) When measuring sound, the sound level meter shall be set for A-weighting, linear averaging, and the proper range (i.e., where the sound level registers in the upper measurement range without exceeding its limits). The sample duration shall be at least ten (10) seconds.

(5) The measuring instrument shall be placed at a minimum height of three (3) feet above the ground and from any reflective surface. The microphone shall be held at arm's length and pointed at the source at the angle recommended by the measuring instrument's manufacturer.

(6) If temporary sound sources unrelated to the measurements are plainly audible, such as aircraft flyovers, barking dogs, or moving motorcycles, the measurements should be postponed until these extraneous sounds have negligible effect on the sound levels of interest.

(e) Objectionable sounds which are not easily measured shall be controlled so as to not become a nuisance to adjacent properties or uses, as set forth in Section 21-1100(7).

(f) Noise measurements under this section are not required to establish a violation of Section 21-1100(7) (nuisance noise).

(g) **Exemptions.** In addition to the exceptions provided in the City of Moline Noise Performance Standards, as amended, the following occurrences shall be exempt from the noise performance standards:

(1) Emergency repairs or necessary maintenance to public works, utilities, or infrastructure.

(2) Construction and heavy equipment which are in compliance with Chapter 21 of the Moline Code of Ordinances, "NUISANCES IN GENERAL."

- (3) Maintenance of private property between the hours of 7:00 a.m. and 7:00 p.m.
- (4) Safety signals, warning devices, pressure relief valves, and similar equipment.
- (5) Transportation vehicles in lawful use or transit on designated streets, routes, or ways.
- (6) Portable or permanent residential backup generators and equipment used during a temporary utility outage.
- (7) Clock towers, bells or carillons.”

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No.: 4010-2014
Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 433 19th Avenue as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 433 19th Avenue, Moline, to Darrell K. McColl.

WHEREAS, the City acquired the property at 433 19th Avenue as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 433 19th Avenue on March 6, 2014, and Darrell K. McColl (“McColl”) submitted the proposal most advantageous to the City; and

WHEREAS, McColl has offered to purchase 433 19th Avenue for \$5,695.00 and promises to complete interior and exterior repair and restoration of the building on said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than February 28, 2015; and

WHEREAS, Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property; and

WHEREAS, this property was in arrears for the 2009, 2010, 2011 and 2012 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2013 payable in 2014 have been deemed exempt. McColl will be responsible for paying his pro-rated share of the 2014 taxes from the date of closing until December 31, 2014, and all future taxes thereafter.

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

Section 1 – That the property located at 433 19th Avenue is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 433 19th Avenue, Moline, Illinois, with Darrell K. McColl, and do all things necessary to convey said property to Darrell K. McColl, in return for payment of \$5,695.00, plus a right of reverter requiring McColl to complete interior and exterior renovations of said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but in no event shall the completion date be extended beyond February 28, 2015, or the property would revert to the City; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

Section 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION
SELLER

DARRELL K. MCCOLL

PURCHASER

Address: 619 16th Street
Moline, IL 61265

Address: 2505 46th Street
Moline, IL 61265

Telephone: (309) 524-2012

Telephone: (309) 781-8084

THIS AGREEMENT IS DATED _____.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 433 19th Avenue, Moline, Illinois (Parcel Number 08-2389), consisting of 5,000 square feet, more or less, legally described as:

THE EAST 40 FEET OF THE WEST 80 FEET OF LOT 20, DAEBELLIEHN'S
SUBDIVISION, SITUATED IN THE CITY OF MOLINE, ROCK ISLAND
COUNTY, ILLINOIS.

Hereinafter referred to as the "Property," for the total sum of FIVE THOUSAND, SIX HUNDRED NINETY-FIVE and No/100 DOLLARS (\$5,695.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 433 19th Avenue. **The deadline to complete all renovations is November 30, 2014.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond February 28, 2015, or the Property will automatically revert to the City; and adjusted for the special restrictions and covenants as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until May 13, 2014, to allow Seller's City Council to consider and approve this Agreement at its May 6, 2014 City Council meeting all as described herein below.

SPECIAL RESTRICTIONS AND COVENANTS

Each and every item listed in this Section shall be construed as a material condition of this Agreement for Sale of Real Estate and shall be controlling over any portion in conflict therewith and any provision of any deed created pursuant hereto. If Purchaser or its successors in interest, if any, are at any time in breach or other violation of any provision of this Section and so remain for a period of fourteen (14) days after notice from Seller of the breach or other violation, then the Seller may reclaim and repossess the real estate interests transferred pursuant hereto; the Seller shall retain any and all amount paid to it for purposes of the transfer and/or sale contemplated herein as consideration for



this Agreement and as payment for Seller's costs in preparing and conducting the sale herein contemplated. The special restrictions and covenants shall be as follows:

1. The purchase price for the Property is Five Thousand, Six Hundred Ninety-Five and No/100 Dollars (\$5,695.00). Of the 2014 taxes payable in 2015, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2014, to the date of Closing. The remaining amount due and owing shall be paid by Purchaser. Future taxes not otherwise provided for herein shall be paid by Purchaser.
2. Purchaser acknowledges and agrees to the following construction schedule:

Remove and replace roof on house and garage; remove debris from house and garage; remove damaged ceilings, walls and floors; replace service-upgrade to 200 amp service; install ½ bath on first floor; remove closet (pantry); remove and replace furnace to 90 plus; bring wiring and plumbing to Code and re-vent; insulate, drywall, plaster, paint, trim; install new kitchen cabinets and trim out; haul away all debris; repair garage-new overhead and service doors; and new windows and siding.

In addition, the long term leaks in the roof at this particular property have caused damage and moisture buildup in the structures. Therefore, the City will require the following items to be completed before any other work is performed on the house and garage:

- 1) Tear off defective roof sheathing, resheath and install roofing material. Seal any and all penetration.
- 2) Remove all trees, shrubs, etc., that touch structure or impair air movement in or around the structures (if any).
- 3) Remove and haul away any and all loose debris in and around structures.
- 4) Tear out and haul away all material inside house and garage, except the structural members; including but not limited to drywall, floor, subfloor and insulation.
- 5) Structural members must register 15% or less moisture content before other work can proceed. Brad Hauman, Neighborhood Improvement Officer, must be called to verify this before proceeding with further work on the structure. He may be reached at (309) 524-2014.

Timeline

Outside work done in 3 months.

Inside work done in 6 months.

The deadline to complete all renovations is November 30, 2014. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond February 28, 2015.

Purchaser further acknowledges and agrees that Purchaser's failure to abide by any of the above conditions will result in reverter of the Property to the Seller without further action by or notice from the Seller, and Purchaser will voluntarily relinquish all interests in the Property to the Seller. In the case of reverter, any improvements done to the Property by the Purchaser shall become the property of the Seller and Purchaser has no right to said improvements or reimbursement therefor.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

At Closing, Seller shall deliver a Quit Claim Deed to Purchaser or his/her licensed attorney practicing in Rock Island County, in the name of the Purchaser conveying Seller's interests and title, with the right of reverter if the above conditions are not met, together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on November 30, 2014, or in no event beyond February 28, 2015, the right of reverter shall cease.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or before May 13, 2014 ("Closing"), with possession of the Property to be delivered to Purchaser on or at Closing, free and clear of all possessory interests, including, without limitation, squatters, except for the right of reverter, which will cease if above conditions are met by the deadline.
- (b) Possession shall be deemed delivered when Seller has vacated the Property.

ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

BUILDINGS, FIXTURES AND PERSONAL PROPERTY

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the Quit Claim Deed.

CONDITION OF THE PROPERTY

Sale of the property shall be "as is without representation or warranty as to fitness or condition."

CASUALTY CLAUSE

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate liability insurance on the above Property until the deed is delivered to the Purchaser. Purchaser shall be responsible for insurance

coverage, including liability coverage upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to the Seller to reduce the monies due hereunder, if any; provided, however, that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

- (a) Recording fee for deed;
- (b) Costs of any additional appraisal for the Property obtained by Purchaser;
- (c) Revenue stamps and recording of any releases, if any;
- (d) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

ENTIRE AGREEMENT

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

MERGER

The Special Restrictions and Covenants and Right of Reverter contained in this Agreement shall remain in effect and shall not merge with the deed.

LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before May 13, 2014, and Purchaser's offer to buy herein shall be irrevocable to and including May 13, 2014, to allow Seller's City Council opportunity to review and approve this Agreement. Within twenty-four (24) hours of acceptance by Seller's City Council, Closing shall be scheduled. Purchaser acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the Seller's City Council for review, approval and authorization to execute. If not so approved by the Council by May 6, 2014, this offer and Agreement shall be void. The parties understand that Seller's City Council may not approve this Agreement

and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

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

Executed by SELLER:

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

By: _____
Scott Raes, Mayor

Date: _____

Executed by PURCHASER:

DARRELL K. MCCOLL

By:  _____
Darrell K. McColl

Date: _____

ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Date: _____

FOR INFORMATION ONLY:

Seller's Attorney:
Amy L. Keys
(309) 524-2012

Council Bill/Resolution No.: 4011-2014

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING use of public right-of-way in conjunction with the Quad Cities Distance Classic scheduled for Sunday, May 11, 2014.

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

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

Sunday, May 11, 2014

6:30 a.m. to 10:30 a.m. – Half Marathon & 5K Races

The northernmost east-bound lane of 5th Avenue from the westernmost side of 1st Street to the easternmost side of 11th Street

All lanes of 5th Avenue from the westernmost side of 11th Street to the easternmost side of 26th Street

All lanes of 10th Street from northernmost side of 5th Avenue to the southernmost lane of 4th Avenue

Southernmost west-bound lane of 4th Avenue from the easternmost side of 10th Street to the westernmost side of 1st Street

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

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

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

CITY OF MOLINE, ILLINOIS

Passed: _____

Mayor

Approved: _____

Date

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE-2013 SPECIAL EVENT APPLICATION



Name of Event: Quad Cities Distance Classic Half Marathon & 5K Races
Type of Event: Road Race

Set-up Date & Time: Sunday 05/11/2014 6:30 a.m.
Clean up Date & Time: Sunday 05/11/2014 10:30 a.m.
Event Start Date & Time: Sunday 05/11/2014 7:30 a.m. at Augustana College
Event End Date & Time: Sunday 05/11/2014 10:30 a.m.

Sponsoring Organization: Cornbelt Running Club 501(c) Non-Profit
Event Coordinator: Paul Schmidt-John Parker Day/Telephone: 563-391-7606
Address: 315-E George Washington Blvd Cell Telephone: 563-340-8375
City/State: Davenport, IA 52803 E-mail: paulrunsultras@msn.com

Complete Location: Provide Detailed Map

Estimated number of persons attending: 700-800 Yearly event: Yes

Checklist of Items Needed:

1. Application Fee: \$50.00
2. Certificate of Liability Insurance Listing City of Moline as additional insured
3. Signed application
4. Sign licensing agreement prepared by City Clerk (Clerk will contact you when it is ready)
5. Sign traffic agreement prepared by Traffic Sergeant (Agreement will be mailed to you)

Please return documents and fees by Friday, March 7, 2014 in order for the City to best serve you!

***Tracy Koranda, City Clerk
Moline City Hall
619 16th Street, Moline, IL 61265
Phone: (309) 524-2004
tkoranda@moline.il.us***

Quad Cities Distance Classic

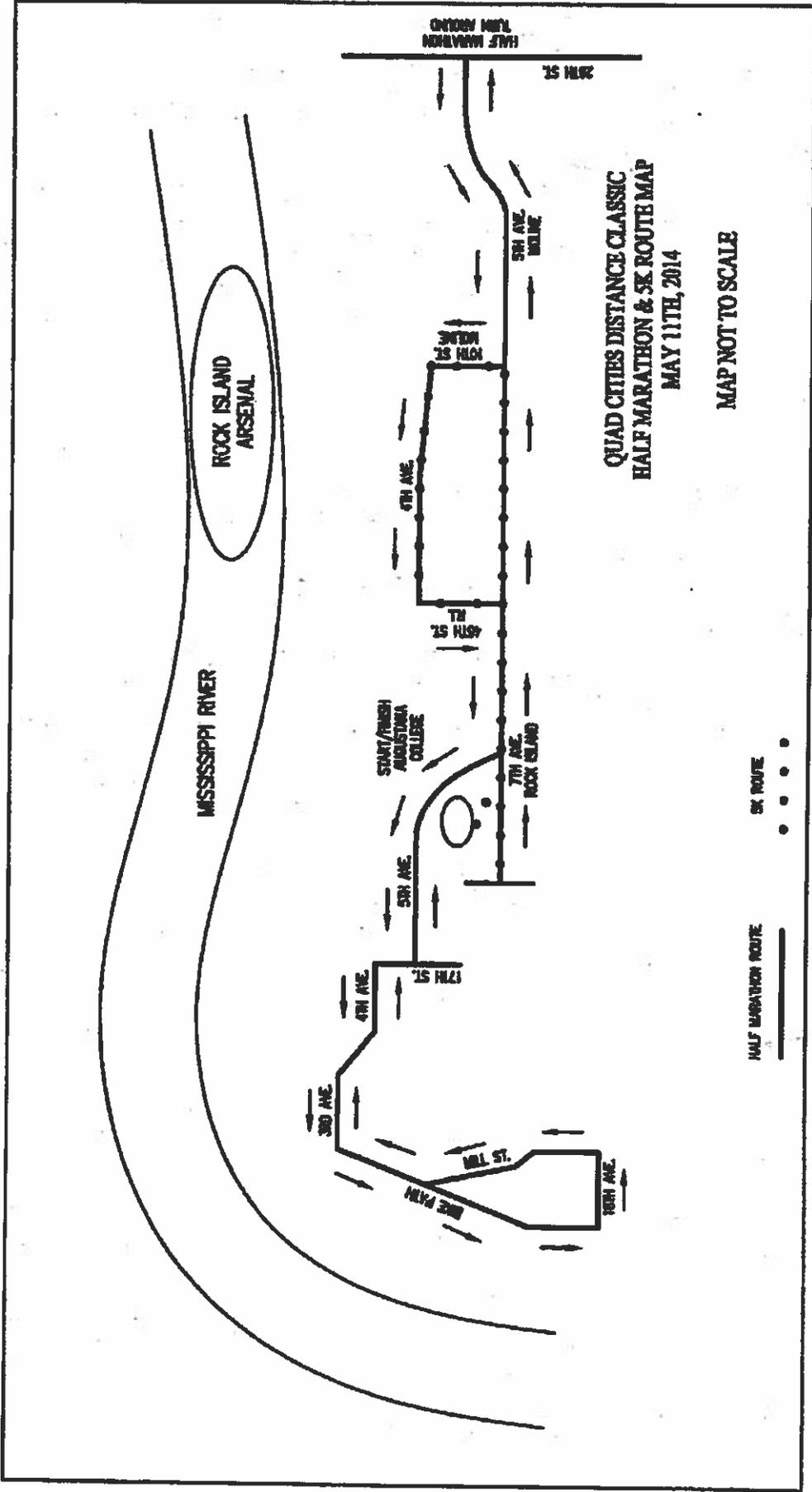
The northernmost east-bound lane of 5th Avenue from the westernmost side of 1st street to the easternmost side of 11th street.

All lanes of 5th Avenue from the westernmost side of 11th street to the easternmost side of 26th street.

All lanes of 10th street from the northernmost side of 5th Avenue to the southernmost lane of 4th Avenue.

Southernmost west-bound lane of 4th Avenue from the easternmost side of 10th street to the westernmost side of 1st street.

TURNS AROUND APPROXIMATELY AT 25TH ST.
PLANNING COURSE CERTIFICATION. ACTUAL TURN
COULD BE BETWEEN 24TH AND 27TH ST.



QUAD CITIES DISTANCE CLASSIC
HALF MARATHON & 5K ROUTE MAP
MAY 11TH, 2014

MAP NOT TO SCALE

HALF MARATHON ROUTE
5K ROUTE

PLAN FOR EVENT SECURITY

Volunteers and Moline Police as determined by Traffic Sergeant

PLAN FOR SANITATION FACILITIES

Port-a-Potties will be set up at the start & finish of the race at Augustana College

EXPECTATION/PLAN FOR EMERGENCY MEDICAL NEEDS

Trinity Ambulance will be stationed at Augustana. Volunteers on the course have cell phones. Emergency vehicles will be able to enter and exit entire site and course

EVENT FIRE SUPPRESSION PLAN

911

All Licensees and permits required herein are separate requirements. Depending upon the nature of the event, it is possible that more than one license or permit will be required and the undersigned acknowledges and understands it is his/her obligation to secure ALL necessary licenses and/or permits. The undersigned is authorized to act on behalf of the entity, and agrees to the necessary costs, insurance requirements, and other guidelines identified in the Special Event Application or any document, license, or permit referenced herein; and further agrees to provide the City Clerk's office with all required necessary documents, including the executed cost estimated memorandum, which will be forwarded to the Event Coordinator shortly after this initial application is completed.

Paul Schmit PRESIDENT, CORN BEET RUNNERS CLUB 3/16/14
Signature of Applicant/Event Coordinator Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jay Olson Insurance Agency, Inc. 217 E. Main St. State Farm Knoxville, IA 50138 	CONTACT NAME: Jay Olson PHONE (AC, Ho, Fax): 641 842-2161 FAX (AC, Ho): 641 842-3590 E-MAIL ADDRESS: jay@jaylorsonagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td>26143</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company	26143	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Combelt Running Club, Inc. 315 Geo Wash Blvd Davenport, IA 52803														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	ACORD NUMBER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		95-EH-8227-1	08/08/2013	08/08/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		95-CQ-2292-9	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Quad City Distance Classic, May 11, 2014

CERTIFICATE HOLDER City of Moline, IL	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ADDITIONAL INSURED ENDORSEMENT
DESIGNATED PREMISES ONLY



Policy No.:

95-EH-8227-1F

Named Insured:

CORNBELT RUNNING CLUB INC

"QUAD CITIES DISTANCE CLASSIC" 5-11-2014

Name of Additional Insured:

CITY OF MOLINE, ILLINOIS
STATE OF ILLINOIS

Address of Additional Insured:

CITY HALL
619 16TH ST
MOLINE, IL 61265

Interest of Additional Insured:

Location of Premises:

"QUAD CITIES DISTANCE CLASSIC"

The word "insured", wherever used in this policy, also includes the designated person or organization named above as Additional Insured under the provisions of the policy Sections shown below as applicable by an "X" to the extent indicated.



SECTION I. This applies only to **COVERAGE A - BUILDINGS**.



SECTION I. This applies only to **COVERAGE B - BUSINESS PERSONAL PROPERTY**.

Description of Property:



SECTION II. This applies only to **COVERAGE L - BUSINESS LIABILITY** and **COVERAGE M - MEDICAL PAYMENTS** and then only with respect to the ownership, maintenance or use of the premises designated above and operations necessary or incidental thereto. These SECTION II coverages do not apply to:

1. structural alterations or new construction performed by or on behalf of the designated person or organization;
2. personal injury caused by the designated person or organization;
3. liability the designated person or organization assumed under a contract; or
4. products-completed operations hazard arising out of goods or inventory which are not sold or distributed by you or arising out of the manufacturing or packaging of such goods or inventory.

All other provisions of the policy apply.

PAUL L SCHMIDT
3418 WASHINGTON ST PH 583-391-7608
DAVENPORT, IA 52806

3393
70-8833/2711

March 16, 2014
Date

Pay to the Order of CITY OF MOLINE \$ 50⁰⁰

FIFTY & NO/100 Dollars  Security Features Details on Back

At the Heart of the Community

R.I.A. FEDERAL CREDIT UNION
P.O. Box 4750 · Rock Island, IL 61204
www.riacu.com

QC DISTANCE CLASSIC 2014
For APPLICATION FEE - MOLINE

Paul L Schmidt

MP

⑆ 271 188337⑆

2735302⑈ 3393

Member Since



315 E. George Washington Blvd.
Davenport, IA 52803
563 -326- 1942
www.cornbelt.org

March 16, 2014

Tracy Koranda, City Clerk
Moline City Hall
619 16th Street
Moline, IL 61265

Dear Tracy Koranda:

Thank you for emailing the Special Event Application for 2014 Quad Cities Distance Classic, Sunday, May 11th, 2014, directed by Cornbelt Running Club.

Enclosed you will find all documents on your check list, including the \$50 check for the application fee.

It is worth noting that both races (5K & Half Marathon) start at 7:30 a.m. at Augustana College on 7th Avenue. I have enclosed the half marathon and 5K course map. The half marathon has a new route into Moline this year. As noted on the new course map, the half marathon turn around will be on 5th Ave., between 24th and 27th Avenues, depending on final course measurement for certification. It is likely to be near 25th Street. All participants should be finished in Moline by 9:00 a.m.

If there are any questions/problems, please call me: Cell 340-8375, or at Home 391-7606. As in the past, we will cooperate fully with the Traffic Department.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul L. Schmidt'.

Paul L. Schmidt
President

Enclosures

RECEIVED

MAR 18

CITY CLERK'S OFFICE

Council Bill/Resolution No.: 4012-2014
Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain public right-of-way more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Moline Kiwanis Bags Tournament scheduled for Saturday, April 26, 2014.

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

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

Saturday, April 26, 2014, from 7:00 a.m to 7:00 p.m.

Alley in the 400 block between 14th and 15th Streets,
U-Lot.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE SPECIAL EVENT APPLICATION



Name of Event: Moline Kiwanis Bags Tournament
 Type of Event: Bags Tournament - Fundraiser

Set-up Date & Time: April 26 7:00 am
 Clean up Date & Time: April 26 2014 7 pm
 Event Start Date & Time: April 26 11 am
 Event End Date & Time: April 26 5 pm (approx)

Sponsoring Organization: Moline Kiwanis
 Event Coordinator: Cissy Wendt
 Address: 1727 Valley Vista Dr
 City/State: Bethendorf IL 62722

501(c) Non-Profit
 Cell Telephone: 309.314.2537
 Cell Telephone:
 E-mail: Cissy@wendt.net

Complete Location: Parking Lot Behind Bent River
 (map must be attached)

Estimated number of persons attending: 120 Yearly event: Yes (Circle One)

Please Check All Applicable:

Street Closure or Public Right of Way	\$50.00 fee	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Merchandise Sold	\$25.00 fee	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Raffle	\$25.00 fee	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Food or beverage dispensed or sold	\$40.00 fee	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Alcohol dispensed or sold	\$25.00 fee	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Electricity needed	\$75.00 fee	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Water Hydrant needed	\$500.00 fee	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Fireworks	\$50.00 fee	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Park Property Requested-Special Use Permit Required		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Amplified sound		<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

Minimum Requirements

1. Applicable Fees (City Clerk will mail invoice)
2. Certificate of Liability Insurance Listing City of Moline as additional insured
3. Signed application
4. Sign licensing agreement prepared by City Clerk (Agreement will be mailed to you)
5. Sign traffic agreement prepared by Traffic Sergeant (Agreement will be mailed to you)

PLAN FOR EVENT SECURITY

PLAN FOR SANITATION FACILITIES & GARBAGE REMOVAL

EXPECTATION/PLAN FOR EMERGENCY MEDICAL NEEDS

EVENT FIRE SUPPRESSION PLAN

All Licensees and permits required herein are separate requirements. Depending upon the nature of the event, it is possible that more than one license or permit will be required and the undersigned acknowledges and understands it is his/her obligation to secure ALL necessary licenses and/or permits. The undersigned is authorized to act on behalf of the entity, and agrees to the necessary costs, insurance requirements, and other guidelines identified in the Special Event Application or any document, license, or permit referenced herein; and further agrees to provide the City Clerk's office with all required necessary documents, including the executed cost estimated memorandum, which will be forwarded to the Event Coordinator shortly after this initial application is completed.


Signature of Applicant/Event Coordinator

3/4/2014
Date

Please return documents and fees within 45 days prior to your event in order for the City to best serve you!

Tracy Koranda, City Clerk
Moline City Hall
619 16th Street, Moline, IL 61265
Phone: (309) 524-2004
tkoranda@moline.il.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

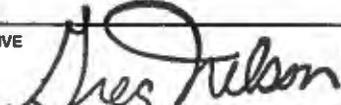
PRODUCER Nelson Brothers Agency Bettendorf 940 Lincoln Road Bettendorf, IA 52722 Gregory L. Nelson	Phone: 563-323-9233 Fax: 563-323-9221	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____	FAX (A/C, No): _____													
	INSURED Bier Stube 415 15th St Moline, IL 61265		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Illinois Casualty</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois Casualty		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	BP30135	06/29/2013	06/29/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC15472	06/29/2013	06/29/2014	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		LL92172	06/29/2013	06/29/2014	Ea Common Cause 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE Bag tournament on April 26, 2014 with Moline Kiwanis Club
Certificate holder is included as additional insured

CERTIFICATE HOLDER City of Moline License & Permit Dept 3635 4th Avenue Moline, IL 61265 CITYMOL RECEIVED City of Moline MAR 27 2014 Inspection Building Division	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gregory L. Nelson 
--	--

MOLINE KIWANIS CLUB 02-08
1522 RIVER DRIVE
MOLINE, IL 61265

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80016

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Harvard Clarke

City of Moline

March 2014
Financial Report

**CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 03/31/14**

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$42,059,185	\$7,655,935	\$34,403,250
Expenditures	\$42,059,185	\$7,983,969	\$34,075,216
Difference	\$0	(\$328,034)	
GENERAL TRUST FUND			
Revenues	\$356,000	\$145,167	\$210,833
Expenditures	\$356,000	\$45,304	\$310,696
Difference	\$0	\$99,863	
SFOOR GRANT			
Revenues	\$83,435	\$8,125	\$75,310
Expenditures	\$83,435	\$122	\$83,313
Difference	\$0	\$8,003	
TOURISM FUND			
Revenues	\$2,261,625	\$84,411	\$2,177,214
Expenditures	\$2,261,625	\$7,493	\$2,254,132
Difference	\$0	\$76,919	
LEAD GRANT			
Revenues	\$778,470	\$147,550	\$630,920
Expenditures	\$778,470	\$40,162	\$738,308
Difference	\$0	\$107,388	
HOMEBUYER TRUST GRANT			
Revenues	\$209,255	\$0	\$209,255
Expenditures	\$209,255	\$0	\$209,255
Difference	\$0	\$0	
EMERGENCY REPAIR GRANT			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
NSP2 GRANT			
Revenues	\$538,825	\$21,277	\$517,548
Expenditures	\$538,825	\$12,198	\$526,627
Difference	\$0	\$9,079	
LIBRARY FUND			
Revenues	\$3,126,475	\$149,953	\$2,976,522
Expenditures	\$3,126,475	\$651,230	\$2,475,245
Difference	\$0	(\$501,277)	
PARK FUND			
Revenues	\$4,667,750	\$380,035	\$4,287,715
Expenditures	\$4,667,750	\$611,739	\$4,056,011
Difference	\$0	(\$231,704)	

	BUDGET	YTD ACTUAL	VARIANCE
MOTOR FUEL TAX FUND			
Revenues	\$1,050,000	\$293,021	\$756,979
Expenditures	\$1,050,000	\$237,839	\$812,161
Difference	\$0	\$55,182	
COMMUNITY DEVELOPMENT			
Revenues	\$833,455	\$135,088	\$698,367
Expenditures	\$833,455	\$36,438	\$797,017
Difference	\$0	\$98,650	
REVOLVING LOAN FUND			
Revenues	\$280,000	\$3,646	\$276,354
Expenditures	\$280,000	\$0	\$280,000
Difference	\$0	\$3,646	
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,091,045	\$406,723	\$2,684,322
Expenditures	\$3,091,045	\$217,351	\$2,873,694
Difference	\$0	\$189,371	
TAX INCREMENTAL FINANCING #2			
Revenues	\$215,000	\$275	\$214,725
Expenditures	\$215,000	\$515	\$214,485
Difference	\$0	(\$240)	
TAX INCREMENTAL FINANCING #3			
Revenues	\$54,790	\$423	\$54,367
Expenditures	\$54,790	\$854	\$53,936
Difference	\$0	(\$431)	
TAX INCREMENTAL FINANCING #4			
Revenues	\$190,630	\$14,775	\$175,855
Expenditures	\$190,630	\$3,567	\$187,063
Difference	\$0	\$11,208	
HOMEBUYER GRANT			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #5 KONE CENTRE			
Revenues	\$483,000	\$13	\$482,987
Expenditures	\$483,000	\$48,312	\$434,688
Difference	\$0	(\$48,300)	
TIF #6 MOLINE PL PHASE II			
Revenues	\$53,500	\$0	\$53,500
Expenditures	\$53,500	\$515	\$52,985
Difference	\$0	(\$515)	
TIF #7 BUSINESS PARK			
Revenues	\$5,000,000	\$607	\$4,999,393
Expenditures	\$5,000,000	\$2,498	\$4,997,503
Difference	\$0	(\$1,891)	

	BUDGET	YTD ACTUAL	VARIANCE
TIF #9 Route 150			
Revenues	\$0	\$0	(\$0)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #8 MALL AREA			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #10 Health Park			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
SPECIAL SERVICE AREA #5			
Revenues	\$175,435	\$4,576	\$170,859
Expenditures	\$175,435	\$29,888	\$145,547
Difference	\$0	(\$25,312)	
SPECIAL SERVICE AREA #6			
Revenues	\$257,225	\$14,327	\$242,898
Expenditures	\$257,225	\$49,801	\$207,424
Difference	\$0	(\$35,474)	
TIF #11 MULTI MODAL			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$4,701	(\$4,701)
Difference	\$0	(\$4,701)	
TIF #12 RIVERBEND COMMONS			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$2,688	(\$2,688)
Difference	\$0	(\$2,688)	
WATER FUND			
Revenues	\$10,284,920	\$2,290,724	\$7,994,196
Expenditures	\$10,284,920	\$2,168,454	\$8,116,466
Difference	\$0	\$122,270	
WPC FUND			
Revenues	\$17,131,115	\$2,025,877	\$15,105,238
Expenditures	\$17,131,115	\$1,718,747	\$15,412,368
Difference	\$0	\$307,130	
STORMWATER UTILITY			
Revenues	\$1,223,030	\$247,992	\$975,038
Expenditures	\$1,223,030	\$136,171	\$1,086,859
Difference	\$0	\$111,822	
FIRE PENSION			
Revenues	\$5,430,800	\$144,241	\$8,811
Expenditures	\$5,430,800	\$803,803	\$4,626,997
Difference	\$0	(\$659,562)	

	BUDGET	YTD ACTUAL	VARIANCE
REHER ART GALLERY			
Revenues	\$38,765	\$0	\$38,765
Expenditures	\$38,765	\$0	\$38,765
Difference	\$0	\$0	
PERPETUAL CARE FUND			
Revenues	\$14,025	\$855	\$83,516
Expenditures	\$14,025	\$0	\$14,025
Difference	\$0	\$855	
PARK/CEMETERY GIFTS			
Revenues	\$66,500	\$61,238	\$5,262
Expenditures	\$66,500	\$9,987	\$56,514
Difference	\$0	\$51,252	
FOREIGN FIRE INS TAX			
Revenues	\$58,090	\$0	\$58,090
Expenditures	\$58,090	\$12,681	\$45,409
Difference	\$0	(\$12,681)	
POLICE PENSION			
Revenues	\$4,464,980	\$327,918	\$4,137,062
Expenditures	\$4,464,980	\$645,589	\$3,819,391
Difference	\$0	(\$317,671)	
LIBRARY TRUST			
Revenues	\$67,150	\$15,203	\$51,947
Expenditures	\$67,150	\$12,078	\$55,072
Difference	\$0	\$3,125	
HEALTH BENEFIT FUND			
Revenues	\$7,720,250	\$1,434,340	\$6,285,910
Expenditures	\$7,720,250	\$2,130,764	\$5,589,486
Difference	\$0	(\$696,424)	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$501,535	(\$1,535)
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$501,535	
INFORMATION TECHNOLOGY			
Revenues	\$1,131,640	\$156,873	\$974,767
Expenditures	\$1,131,640	\$238,369	\$893,271
Difference	\$0	(\$81,496)	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$158,265	\$37,161	\$121,104
Expenditures	\$158,265	\$0	\$158,265
Difference	\$0	\$37,161	
LIABILITY FUND			
Revenues	\$3,765,725	\$813,325	\$2,952,400
Expenditures	\$3,765,725	\$896,753	\$2,868,972
Difference	\$0	(\$83,428)	

	BUDGET	YTD ACTUAL	VARIANCE
FLEET SERVICES			
Revenues	\$5,081,570	\$789,841	\$4,291,729
Expenditures	\$5,081,570	\$750,397	\$4,331,173
Difference	\$0	\$39,444	
SANITATION FUND			
Revenues	\$2,530,365	\$470,558	\$2,059,807
Expenditures	\$2,530,365	\$391,177	\$2,139,188
Difference	\$0	\$79,381	
DEBT. SERVICE FUND			
Revenues	\$3,060,850	\$1,279,325	\$1,781,525
Expenditures	\$3,060,850	\$1,279,325	\$1,781,525
Difference	\$0	\$0	
2007 ESCROW ACCOUNT			
Revenues	\$108,000	\$35,003	\$72,997
Expenditures	\$108,000	\$33,456	\$74,544
Difference	\$0	\$1,547	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,440,000	\$2,198,762	\$5,241,238
Expenditures	\$7,440,000	\$1,661,159	\$5,778,841
Difference	\$0	\$537,603	
VIDEO GAMING SPEC PROJ			
Revenues	\$35,000	\$0	\$35,000
Expenditures	\$35,000	\$0	\$35,000
Difference	\$0	\$0	
* TOTALS			
Revenues	\$136,076,140	\$22,303,700	\$113,772,440
Expenditures	\$136,076,140	\$22,876,090	\$113,200,050
Difference	\$0	(\$572,390)	

**City of Moline
Major Revenue Projection
Summary Sheet
as of March 31, 2014**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,784,970	\$14,784,970	\$0	\$14,675,345	0.75%	\$14,784,970	0.00%
State Sales Tax	\$2,557,765	\$9,707,000	\$9,857,000	(\$150,000)	\$9,457,039	4.23%	\$9,807,000	-1.02%
Water User Fees	\$2,020,611	\$8,281,645	\$8,281,645	\$0	\$7,735,554	7.06%	\$8,281,645	0.00%
Sewer User Fees	\$1,798,737	\$6,858,765	\$6,858,765	\$0	\$6,725,107	1.99%	\$6,858,765	0.00%
Home Rule Sales Tax	\$2,205,921	\$8,007,000	\$8,067,000	(\$60,000)	\$8,106,203	-0.48%	\$8,007,000	0.00%
Income Tax	\$1,065,700	\$3,800,000	\$3,800,000	\$0	\$4,142,981	-8.28%	\$3,800,000	0.00%
Replacement Tax	\$537,848	\$2,374,535	\$2,374,535	\$0	\$2,389,920	-0.64%	\$2,374,535	0.00%
Utility Taxes	\$1,094,361	\$3,109,000	\$3,009,000	\$100,000	\$3,014,491	-0.18%	\$3,109,000	0.00%
Food/Liquor Tax	\$495,211	\$2,025,000	\$2,025,000	\$0	\$2,016,801	0.00%	\$2,025,000	0.00%
Telecommunication Tax	\$358,306	\$1,781,975	\$1,881,975	(\$100,000)	\$1,636,428	15.01%	\$1,781,975	0.00%
Total	\$12,134,460	\$60,729,890	\$60,939,890	(\$210,000)	\$59,899,869	1.74%	\$60,829,890	-0.16%

NOTE: State of Illinois is two months behind in remitting Income Tax payments.
 Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10
 Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10
 Utility Tax increased from 3% to 5% as of 1/1/12