



# MOLINE CITY COUNCIL AGENDA

Tuesday, October 7, 2014

6:30 p.m.

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

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

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## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## INVOCATION– Alderman Acri

## 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		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of September 23, 2014

## SECOND READING ORDINANCES

### 1. Council Bill/General Ordinance 3022-2014

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by including 41<sup>st</sup> Street, on the east side, from 4<sup>th</sup> Avenue south for a distance of 50 feet.

**EXPLANATION:** Traffic Committee reviewed request and recommends approval

**FISCAL IMPACT:** N/A

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

### 2. Council Bill/General Ordinance 3023-2014

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by including 13<sup>st</sup> Street, on the east side, from 12<sup>th</sup> Avenue south for a distance of 25 feet.

**EXPLANATION:** Traffic Committee reviewed request and recommends approval

**FISCAL IMPACT:** N/A

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

### 3. Council Bill/Special Ordinance 4044-2014

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 Unity Point Quad Cities Classic Rowing Regatta scheduled for Saturday, October 11, 2014.

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

**FISCAL IMPACT:** N/A

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

**4. Council Bill/Special Ordinance 4045-2014**

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 Running Dead 5K scheduled for Saturday, October 11, 2014.

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

**FISCAL IMPACT:** N/A

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

**5. Council Bill/Special Ordinance 4046-2014**

A Special Ordinance suspending Section 23-2102(c)(7) of Chapter 23, PARKS AND RECREATION,” of the Moline Code of Ordinances, temporarily, as it relates to the sale, possession and consumption of alcohol; and authorizing the Mayor/Local Liquor Control Commissioner and the City Clerk to permit the sale, possession and consumption of alcohol on municipal property during the Running Dead 5K to be held along River Drive/Ben Butterworth Parkway, Moline, Illinois, on October 11, 2014.

**EXPLANATION:** Section 23-2102(c)(7) of the Moline Code of Ordinances prohibits any person from selling, possessing, or being under the influence of any intoxicating beverages within any park, playground or other area under the jurisdiction of the Park and Recreation Board, with the exception of the Green Valley Sports Complex. The Moline Park Board has requested the City’s permission to allow the sale, possession and consumption of beer at its Running Dead 5K scheduled for October 11, 2014, along River Drive/Ben Butterworth Parkway from 4:00 p.m. to 9:00 p.m. Beer will only be allowed within a portion of the park as illustrated on the attached exhibit; restricted areas will be monitored and designated with signs and fencing or similar barriers. Approval of this ordinance will temporarily suspend the Code provision for the express purpose of allowing the sale, possession and consumption of beer at this event and permit the Mayor and City Clerk to work with the Moline Park Board to ensure proper licensing and insurance for the event pursuant to Chapter 4 of the code.

**FISCAL IMPACT:** N/A

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

**RESOLUTIONS**

**6. Council Bill/Resolution 1138-2014**

A Resolution authorizing the Mayor and City Clerk to execute a contract with Lester Construction, Inc. for Project No. 1215, Demolition of 309 and 315 12<sup>th</sup> Street, in the amount of \$77,450.00.

**EXPLANATION:** Bids were solicited with Lester Construction, Inc. submitting the lowest responsible and responsive bid.

**FISCAL IMPACT:** Funds are budgeted and available through TIF # 11.

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

**7. Council Bill/Resolution 1139-2014**

A resolution authorizing approval of a Supplemental Resolution for Improvement by Municipality under the Illinois Highway code for Motor Fuel Tax Section 03-00223-00-RP, Avenue of the Cities, 27<sup>th</sup> to 34<sup>th</sup> Street, in the amount of \$235,231.52.

**EXPLANATION:** Motor Fuel Tax Section 03-00223-00-RP includes the improvement of Avenue of the Cities, 27<sup>th</sup> to 34<sup>th</sup> Street. To close out this project, a Supplemental Resolution must be passed reconciling spent monies with estimated amounts. This Supplemental Resolution is an IDOT bookkeeping item only. All monies have been spent with this project having long been complete and closed out.

**FISCAL IMPACT:** N/A

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

#### **8. Council Bill/Resolution 1140-2014**

A Resolution authorizing the FY 2015-2019 Capital Improvement Program (CIP) as reflected on the proposed list attached hereto as Exhibit "A".

**EXPLANATION:** A five-year Capital Improvement Program (CIP) has been formulated for the Committee's review. Proposed expenditures for FY 2015 total \$12,677,330 with expenditures for the entire five year plan totaling \$63,138,730.

The 2015 CIP continues the past practice of funding three Engineering Technician positions and the annual Sidewalk Replacement Program, Pavement Marking Program, Joint Sealing Program, Seal Coat Program, Inlet/Catch Basin Program, and Pavement Patching Program. Asphalt resurfacing is proposed for several residential streets including two near Hamilton School. Unlike previous years, there is little concrete reconstruction street work due to lack of available Water funds. Nearly all Water funding is allocated to eliminating conflicts between the City's water mains and the Illinois Department of Transportation's John Deere Road widening projects. Waste Pollution Control continues replacing aging clay sanitary sewer pipes in ravines. Utility Tax monies fund the traffic signal replacement at the 34<sup>th</sup> Street and Avenue of the Cities intersection and perform long deferred maintenance in the 16<sup>th</sup> Street Viaduct and 12<sup>th</sup> Avenue bridge over 15<sup>th</sup> Street.

Staff recommends approval of the 2015 – 2019 Capital Improvement Program with the understanding that the years of 2016 – 2019 provide a general framework for future projects that may change as funding levels, priorities, and needs change.

**FISCAL IMPACT:** FY 2015: \$12,677,330 FY 2015 – 2018: \$50,461,400

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

#### **9. Council Bill/Resolution 1141-2014**

A Resolution declaring the following Article 36 seized and forfeited vehicle as surplus property: 2006 BMW 325i, VIN# WBAVB13536KX51715.

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

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

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

#### **10. Council Bill/Resolution 1142-2014**

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with High Rent L.L.C. for property located at 1224 4<sup>th</sup> Avenue and the parking lot adjacent to 1202 4<sup>th</sup> Avenue, Moline, Illinois, and a Lease of Parking Spaces.

**EXPLANATION:** The City wishes to acquire property located at 1224 4<sup>th</sup> Avenue and the parking lot adjacent to 1202 4<sup>th</sup> Avenue, Moline, Illinois, from High Rent L.L.C., the owner of said property. High Rent has agreed to sell and convey the property to the City and the City has agreed to purchase the property for \$350,000, using City funds, pursuant to the terms and conditions set forth in the Agreement for Sale of Real Estate. The Federal Transit Administration has included the property in the project scope for the Multi-Modal facility, to be known as "The Q," so that grant funds may be used for improvement of the property for parking for Amtrak passengers. As part of the Agreement for Sale of Real Estate, the City agrees to lease 14 parking spaces to High Rent L.L.C. in the City-owned "Lot O" located at 1211 5<sup>th</sup> Avenue, Moline, in accordance with the Lease of Parking Spaces. Additional documentation attached.

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

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**FIRST READING ORDINANCES**

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

**11. Council Bill/Special Ordinance 4047-2014**

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 Tyson’s Run with the Nations 5K Race scheduled for Saturday, October 18, 2014.

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

**FISCAL IMPACT:** N/A

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

**12. Council Bill/Special Ordinance 4048-2014**

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 Dad’s Club Halloween Parade scheduled for Sunday, October 19, 2014.

**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**

Council Bill/General Ordinance No.: 3022-2014  
Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 41<sup>st</sup> Street, on the east side, from 4<sup>th</sup> Avenue south for a distance of 50 feet.

\_\_\_\_\_

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

**Section 1** – Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 41<sup>st</sup> Street, on the east side, from 4<sup>th</sup> Avenue south for a distance of 50 feet.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Approved as to form:

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

Council Bill/General Ordinance No.: 3023-2014  
Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 13<sup>st</sup> Street, on the east side, from 12<sup>th</sup> Avenue south for a distance of 25 feet.

\_\_\_\_\_

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

**Section 1** – Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 13<sup>st</sup> Street, on the east side, from 12<sup>th</sup> Avenue south for a distance of 25 feet.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Approved as to form:

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

Council Bill/Resolution No.: 4044-2014

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

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Unity Point Quad Cities Classic Rowing Regatta scheduled for Saturday, October 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:

Friday, October 10, 2014, 10:00 a.m. to Saturday, October 11, 2014, 5:00 p.m.

All lanes of 17<sup>th</sup> Street from the northernmost side of River Drive to the cul de sac.

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

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

A SPECIAL ORDINANCE

SUSPENDING Section 23-2102(c)(7) of Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, temporarily, as it relates to the sale, possession and consumption of alcohol; and

AUTHORIZING the Mayor/Local Liquor Control Commissioner and the City Clerk to permit the sale, possession and consumption of alcohol on municipal property during the Running Dead 5K to be held along River Drive/Ben Butterworth Parkway, Moline, Illinois, on October 11, 2014.

\_\_\_\_\_  
WHEREAS, Section 23-2102(c)(7) of the Moline Code of Ordinances prohibits any person from selling, possessing, or being under the influence of any intoxicating beverages within any park, playground or other area under the jurisdiction of the Park and Recreation Board, with the exception of the Green Valley Sports Complex; and

WHEREAS, the Moline Park Board, as sponsor of the Running Dead 5K (hereinafter "Event"), requests permission to allow beer sales and consumption of alcohol on municipal property along River Drive/Ben Butterworth Parkway on October 11, 2014, during the Event; and

WHEREAS, the sale and consumption of alcohol is specifically limited to the Event duration of 4:00 p.m. to 9:00 p.m., and the possession of alcohol is specifically limited to the Event duration and periods of set up and tear down immediately before and after the Event.

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

**Section 1** – That Section 23-2102(c)(7) of Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, is hereby temporarily suspended insofar as it relates to the sale, possession and consumption of beer on municipal property during the Running Dead 5K to be held along River Drive/Ben Butterworth Parkway, Moline, Illinois, on October 11, 2014.

**Section 2** – That the Mayor, in his capacity as the Local Control Commissioner, and the City Clerk are hereby authorized to work with the Moline Park Board to do all things necessary to permit the sale, possession and consumption of alcohol on municipal property during the aforementioned event.

**Section 3** – That this ordinance is an exercise of the City's home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution, and shall therefore take precedence over any conflicting State statutes or rules.

**Section 4** – That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance to Chapter 23 with regard to such conflicting ordinances or resolutions.

**Section 5** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Approved as to Form:

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

Council Bill/Resolution No.: 1138-2014

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Lester Construction, Inc. for Project No. 1215, Demolition of 309 and 315 12<sup>th</sup> Street, in the amount of \$77,450.00.

\_\_\_\_\_  
WHEREAS, bids were publicly read on September 16, 2014; and

WHEREAS, bids were solicited with Lester Construction, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Lester Construction, Inc. for Project No. 1215, Demolition of 309 and 315 12<sup>th</sup> Street, in the amount of \$77,450.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 7, 2014

Date

Passed: October 7, 2014

Approved: October 14, 2014

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

Approved as to form:

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

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, A.D., 2014, between **LESTER CONSTRUCTION, INC.** of **127 ½ 31<sup>ST</sup> AVENUE, ROCK ISLAND, IL 61201**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SEVENTY SEVEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 (\$77,450.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1215, DEMOLITION OF 309 AND 315 12<sup>TH</sup> STREET** as set out in the plans and specifications.

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

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm).

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

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

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SEVENTY SEVEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 (\$77,450.00) DOLLARS** conditioned upon the faithful performance

and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

\_\_\_\_\_

CITY OF MOLINE, ILLINOIS

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

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

Mayor

\_\_\_\_\_

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

City Clerk

Approved as to form:

\_\_\_\_\_

City Attorney

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

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

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1139-2014

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

A RESOLUTION

AUTHORIZING approval of a Supplemental Resolution for Improvement by Municipality under the Illinois Highway code for Motor Fuel Tax Section 03-00223-00-RP, Avenue of the Cities, 27<sup>th</sup> to 34<sup>th</sup> Street, in the amount of \$235,231.52.

WHEREAS Motor Fuel Tax Section 03-00223-00-RP includes the improvement of Avenue of the Cities, 27<sup>th</sup> to 34<sup>th</sup> Street; and

WHEREAS, a Supplement Resolution for Improvement by Municipality in the amount of \$235,231.52 is necessary to close out this project; and

WHEREAS, said resolution is a bookkeeping item for the Illinois Department of Transportation.

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 authorize approval of a Supplemental Resolution for Improvement by Municipality under the Illinois Highway code for Motor Fuel Tax Section 03-00223-00-RP, Avenue of the Cities, 27<sup>th</sup> to 34<sup>th</sup> Street, in the amount of \$235,231.52; provided, however, that said resolution is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 7, 2014  
Date

Passed: October 7, 2014

Approved: October 14, 2014

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

Approved as to form:

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



BE IT RESOLVED, by the Council of the City of Moline Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: 23rd Avenue, 27th Street, 34th Street.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of

and shall be constructed wide and be designated as Section 03-00223-00-RP

2. That there is hereby appropriated the (additional Yes No) sum of Two Hundred Thirty Five Thousand Two Hundred Thirty One & 52/100 Dollars (\$235,231.52) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved Date Department of Transportation Regional Engineer

I, Tracy A. Koranda Clerk in and for the City of Moline County of Rock Island, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council Council or President and Board of Trustees at a meeting on Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk

Council Bill/Resolution No.: 1140-2014

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

A RESOLUTION

AUTHORIZING the FY 2015-2019 Capital Improvement Program (CIP) as reflected on the proposed list attached hereto as Exhibit "A".

WHEREAS, proposed expenditures for FY 2015 total \$12,677,330 with expenditures for the entire five year plan totaling \$63,138,730; and

WHEREAS, the CIP continues the past practice of funding three Engineering Technician positions and the annual Sidewalk Replacement Program, Pavement Marking Program, Joint Sealing Program, Seal Coat Program, Inlet/Catch Basin Program, and Pavement Patching Program; and

WHEREAS, asphalt resurfacing is also proposed for several residential streets; and

WHEREAS, staff recommends approval of the 2015-2019 CIP with understanding that the years of 2016-2019 provide a general framework for future projects that may change as funding levels, priorities, and needs change.

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

That the City Council finds that it is in the best interest of the City of Moline, Illinois, to approve the FY 2015-2019 Capital Improvement Program (CIP) as reflected on the proposed list attached hereto as Exhibit "A"; provided, however, that said list is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 7, 2014

Date

Passed: October 7, 2014

Approved: October 14, 2014

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

Approved as to form:

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

**2015**

	CIP	Utility Tax	Water	WPC	Storm	MFT	Grant	Total	Notes
<b>REVENUES</b>	4,796,000	2,400,000	1,480,000	1,375,000	425,000	1,150,000	742,830	12,368,830	
Sidewalk 75/25	20,000							20,000	
Transfer from Reserves	159,000		56,500		68,000	5,000		288,500	
<b>Total Available</b>	4,975,000	2,400,000	1,536,500	1,375,000	493,000	1,155,000	742,830	12,677,330	
<b>EXPENDITURES</b>									
Debt Service	3,090,000							3,090,000	
Temporary Technical Assist	100,000							100,000	
Project Design / Inspection	270,000							270,000	3 Eng Techs
<b>Maintenance Projects</b>									
ADA Sidewalk Compliance	50,000							50,000	
Sidewalk 75/25	80,000							80,000	
Pavement Marking	150,000							150,000	
Joint Sealing	75,000							75,000	
Seal Coat	100,000							100,000	
Inlet / Catch Basin Replacement					225,000			225,000	
Patching Program	1,000,000		230,000	125,000				1,355,000	
<b>Street Projects</b>									
<b>Asphalt Overlays</b>									
44th St, 18th - 20th Avenue		325,000	6,000	5,000	5,000			341,000	
25th Ave, 27th - 30th Streets		235,000	3,000	3,000	8,000			249,000	Villa Park
28th St, 24th - 25th Ave A		165,000						165,000	Villa Park
32nd Ave, East of 7th St		85,000						85,000	Hamilton School
34th Ave, East of 7th St		335,000	6,000	5,000	10,000			356,000	Hamilton School
36th Ave, 10th - 16th St				50,000		965,000		1,015,000	Coal Town Road
<b>Concrete Reconstructions</b>									
Alley Reconstruction		100,000						100,000	
34th Ave, 56th St Place - 60th St		480,000	1,500	100,000	40,000			621,500	
AOC Streetscaping, 27th - 34th St						190,000	742,830	932,830	ITEP Grant / Sidewalk
<b>IDOT - John Deere Road Widening</b>									
Utility Conflict Relocations			815,000	105,000				920,000	
Water and Sanitary Main Lining			475,000	30,000				505,000	
<b>WPC Projects</b>									
Sanitary Sewer Lining				70,000				70,000	Various Locations
North of Coal Town, West of 53rd St				322,000				322,000	Ravine, 8" Pipe Replacement
24th Ravine Replacement, Phase 2	60,000			310,000				370,000	Ravine, 8" Pipe Replacement
South Slope Collection System Modeling				250,000				250,000	
<b>Stormwater Projects</b>									
Storm Sewer Lining					125,000			125,000	Various Locations
15th St Storm Sewer By-Pass					80,000			80,000	15th - 16th St, Arsenal Bridge
<b>Traffic Signal Projects</b>									
AOC / 34th Street		140,000						140,000	
Misc Equipment Replacement		60,000						60,000	
<b>Bridge Projects</b>									
16th Street Viaduct Connection		225,000						225,000	
12th Ave / 15th St Expansion Joints		250,000						250,000	
Transfer to Reserves								0	
<b>Total Expenditures</b>	4,975,000	2,400,000	1,536,500	1,375,000	493,000	1,155,000	742,830	12,677,330	

**2016**

	CIP	Utility Tax	Water	WPC	Storm	MFT	Grant	Total	Notes
<b>REVENUES</b>	4,845,000	2,425,000	1,480,000	1,375,000	425,000	1,150,000	1,991,540	13,691,540	
Sidewalk 75/25	20,000							20,000	
Transfer from Reserves	65,000	40,000	10,000		10,000	1,710		126,710	
<b>Total Available</b>	<b>4,930,000</b>	<b>2,465,000</b>	<b>1,490,000</b>	<b>1,375,000</b>	<b>435,000</b>	<b>1,151,710</b>	<b>1,991,540</b>	<b>13,838,250</b>	
<b>EXPENDITURES</b>									
Debt Service	3,100,000							3,100,000	
Temporary Technical Assist	100,000				10,000			110,000	
Project Design / Inspection	275,000							275,000	3 Eng Techs
<b>Maintenance Projects</b>									
ADA Sidewalk Compliance	50,000							50,000	
Sidewalk 75/25	80,000							80,000	
Pavement Marking	150,000							150,000	
Joint Sealing	75,000							75,000	
Seal Coat	100,000							100,000	
Inlet / Catch Basin Replacement					100,000			100,000	
Patching Program	1,000,000		230,000	125,000				1,355,000	
<b>Street Projects</b>									
<b>Asphalt Overlays</b>									
34th Ave, 41st - 44th St Ct		90,000			20,000			110,000	
34th Ave, 50th St - 52nd Streets		85,000			25,000			110,000	
46th St, North of 21st Avenue		190,000	210,000					400,000	Red Water
36th Ave, 27th-34th, 36th-41st Street						650,000		650,000	
16th St, JDR - 52nd Avenue						136,260	538,740	675,000	
River Drive, 23rd - 34th Street						190,450	749,550	940,000	
12th Ave, 34th - 41st Street						175,000	703,250	878,250	
<b>Asphalt Reconstruction</b>									
21st Ave, West of 53rd Street		125,000	325,000	300,000	15,000			765,000	Red Water, Looping
<b>Concrete Reconstructions</b>									
Alley Reconstruction		100,000						100,000	
18th Ave Ct, East of 48th Street		45,000	90,000		10,000			145,000	Red Water, Boulevard, Cul-de-sac
24th Ave, 6th - 7th Streets		130,000	65,000	80,000	35,000			310,000	WPC Project
26th Ave, 38th - 41st Streets		685,000	170,000	210,000	75,000			1,140,000	Red Water
34th Ave, 52nd - 53rd Streets		145,000			35,000			180,000	
9th St A, 33rd - 34th Ave		275,000	85,000	90,000	65,000			515,000	Hamilton School
14th St, 18th - 19th Streets		150,000	70,000	95,000	30,000			345,000	WPC Project
33rd Ave, West of 38th Street		195,000	115,000	55,000	15,000			380,000	Red Water, Sealcoat
33rd Ave, East of 41st Street		130,000	85,000	100,000				315,000	Red Water, Sealcoat
<b>Water Projects</b>									
38th St, South of 26th Avenue			45,000					45,000	Loop Genesis to 26th Ave
<b>WPC Projects</b>									
Sanitary Sewer Lining				100,000				100,000	Various Locations
24th Ravine Replacement, Phase 3		45,000		210,000				255,000	Ravine, 8" Pipe Replacement
<b>Stormwater Projects</b>									
Storm Sewer Lining									
Stormwater Masterplan Projects									
<b>Traffic Signal Projects</b>									
Misc Equipment Replacement		75,000		10,000				85,000	
<b>Total Expenditures</b>	<b>4,930,000</b>	<b>2,465,000</b>	<b>1,490,000</b>	<b>1,375,000</b>	<b>435,000</b>	<b>1,151,710</b>	<b>1,991,540</b>	<b>13,838,250</b>	

**2017**

	CIP	Utility Tax	Water	WPC	Storm	MFT	Grant	Total	Notes
<b>REVENUES</b>	4,895,000	2,450,000	1,480,000	1,375,000	425,000	1,150,000	847,650	12,622,650	
Sidewalk 75/25	20,000							20,000	
Transfer from Reserves	60,000				33,000			93,000	
<b>Total Available</b>	4,975,000	2,450,000	1,480,000	1,375,000	458,000	1,150,000	847,650	12,735,650	
<b>EXPENDITURES</b>									
Debt Service	3,140,000							3,140,000	
Temporary Technical Assist	100,000				10,000			110,000	
Project Design / Inspection	280,000							280,000	3 Eng Techs
<b>Maintenance Projects</b>									
ADA Sidewalk Compliance	50,000							50,000	
Sidewalk 75/25	80,000							80,000	
Pavement Marking	150,000							150,000	
Joint Sealing	75,000							75,000	
Seal Coat	100,000							100,000	
Inlet / Catch Basin Replacement					150,000			150,000	
Patching Program	1,000,000		230,000	125,000				1,355,000	
<b>Street Projects</b>									
<b>Asphalt Overlays</b>									
15th Street, 16th - 29th Ave		260,000	3,000	5,000	5,000			273,000	
26th Ave, 14th - 16th St		155,000	4,500	5,500	5,500			170,500	
17th St, 8th - 12th Ave		185,000	5,000	5,000	7,500			202,500	
32nd St, South of 25th Ave		85,000	7,500	5,000				97,500	
12th Ave, 41st - 53rd Street						215,000	847,650	1,062,650	
<b>Concrete Reconstructions</b>									
17th Ave, 10th - 11th Streets		185,000	75,000	75,000				335,000	
18th Street B, 23rd - 25th Avenues		250,000	135,000	135,000	50,000			570,000	WPC Project
28th Ave, 15th - 16th Streets		210,000	130,000	150,000	20,000			510,000	WPC Project
45th St Ct, North of 34th Ave		420,000	210,000	230,000	80,000			940,000	Red Water
31st Ave, West of 3rd St		225,000	160,000	100,000	30,000			515,000	
19th Ave, 13th - 14th Streets			115,000	110,000		355,000		580,000	WPC Project
40th St, South of 32nd Ave			255,000	290,000		580,000		1,125,000	RedWater, Seal Coat
<b>Water Projects</b>									
Water Main Lining			150,000					150,000	Red Water
<b>WPC Projects</b>									
Sanitary Sewer Lining				100,000				100,000	Various Locations
<b>Stormwater Projects</b>									
Storm Sewer Lining					100,000			100,000	
Stormwater Masterplan Projects									
<b>Traffic Signal Projects</b>									
25th Street & River Drive		140,000						140,000	
<b>Bridge Projects</b>									
78th Ave Bridge		180,000						180,000	
52nd Ave Bridge		155,000						155,000	
Transfer to Reserves				39,500				39,500	
<b>Total Expenditures</b>	4,975,000	2,450,000	1,480,000	1,375,000	458,000	1,150,000	847,650	12,735,650	

**2018**

	CIP	Utility Tax	Water	WPC	Storm	MFT	Total	Notes
<b>REVENUES</b>	4,940,000	2,475,000	1,480,000	1,375,000	425,000	1,150,000	11,845,000	
Sidewalk 75/25	20,000						20,000	
Transfer from Reserves	15,000				37,000		52,000	
<b>Total Available</b>	4,975,000	2,475,000	1,480,000	1,375,000	462,000	1,150,000	11,917,000	
<b>EXPENDITURES</b>								
Debt Service	3,140,000						3,140,000	
Temporary Technical Assist	100,000						100,000	
Project Design / Inspection	280,000						280,000	3 Eng Techs
<b>Maintenance Projects</b>								
ADA Sidewalk Compliance	50,000						50,000	
Sidewalk 75/25	80,000						80,000	
Pavement Marking	150,000						150,000	
Joint Sealing	75,000						75,000	
Seal Coat	100,000						100,000	
Inlet / Catch Basin Replacement					150,000		150,000	
Patching Program	1,000,000		230,000	125,000			1,355,000	
<b>Street Projects</b>								
<b>Asphalt Overlays</b>								
5th St, 15th - 19th Avenue		385,000	3,000	5,000	10,000		403,000	
16th Avenue, 6th St - R.I.		545,000	6,000	18,000	2,000		571,000	
18th Ave, 16th - 18th St C		345,000	6,000	8,000	10,000		369,000	
18th St A, 16th - 18th Ave		135,000	3,000	3,000			141,000	
18th St B, 16th - 18th Ave		140,000		2,000			142,000	
18th St C, 16th - 18th Ave		85,000		3,000			88,000	
18th St, 17th - 18th Ave A		130,000	2,000	2,000	5,000		139,000	
5th Avenue, 39th - 41st				5,000		325,000	330,000	
5th Avenue, 48th to E.M.			6,000	10,000	10,000	825,000	851,000	
<b>Concrete Reconstructions</b>								
14th St, 7th - 12th Avenues		270,000	155,000	140,000	50,000		615,000	WPC Project, Sealcoat
East of 16th St, North of 12th Ave		60,000	40,000	45,000			145,000	Alley
34th Ave, 44th St Ct - 50th Street		380,000	75,000		125,000		580,000	
<b>Water Projects</b>								
Water Main Lining			954,000				954,000	Red Water
<b>WPC Projects</b>								
Sanitary Sewer Lining				200,000			200,000	Various Locations
Ravine Main Replacement				400,000			400,000	
South Basin SSO Elimination				409,000			409,000	
<b>Stormwater Projects</b>								
Storm Sewer Lining					100,000		100,000	
<b>Total Expenditures</b>	4,975,000	2,475,000	1,480,000	1,375,000	462,000	1,150,000	11,917,000	

**2019**

	CIP	Utility Tax	Water	WPC	Storm	MFT	Total	Notes
<b>REVENUES</b>	4,990,000	2,495,000	1,480,000	1,375,000	425,000	1,150,000	11,915,000	
Sidewalk 75/25	20,000						20,000	
Transfer from Reserves					35,500		35,500	
<b>Total Available</b>	5,010,000	2,495,000	1,480,000	1,375,000	460,500	1,150,000	11,970,500	
<b>EXPENDITURES</b>								
Debt Service	3,115,000						3,115,000	
Temporary Technical Assist	100,000						100,000	
Project Design / Inspection	285,000						285,000	3 Eng Techs
<b>Maintenance Projects</b>								
ADA Sidewalk Compliance	50,000						50,000	
Sidewalk 75/25	80,000						80,000	
Pavement Marking	200,000						200,000	
Joint Sealing	80,000						80,000	
Seal Coat	100,000						100,000	
Inlet / Catch Basin Replacement					100,000		100,000	
Patching Program	1,000,000		230,000	125,000			1,355,000	
<b>Street Projects</b>								
<b>Asphalt Overlays</b>								
35th Ave, 32nd - 36th Streets		125,000			5,000		130,000	Rockview Estates
35th St, 37th Ave - Coal Town Road		85,000		2,000	15,000		102,000	Rockview Estates
36th St, 35th - 37th Avenues		65,000			1,500		66,500	Rockview Estates
36th Ave Ct, East of 53rd St		475,000	2,000	4,000	14,000		495,000	
12th St, 7th - 23rd Avenue			25,000	20,000		1,150,000	1,195,000	
<b>Concrete Reconstruction</b>								
<b>Crestwood Subdivision</b>								
30th Ave Ct, West of 26th Street		225,000	125,000	105,000	40,000		495,000	Red Water
32nd Ave Ct, West of 26th Street		125,000	65,000	75,000	10,000		275,000	Red Water
28th Ave A, East of 26th Street		245,000	110,000	105,000	10,000		470,000	Red Water
29th Ave Ct, West of 26th Street		335,000	195,000	105,000	40,000		675,000	Red Water
31st St Ct, West of 26th Street		175,000	105,000	120,000	25,000		425,000	Red Water
28th Ave/18th St C South of 28th Ave		430,000	125,000	135,000	30,000		720,000	Red Water
27th Ave, East of 16th Street		210,000	115,000	75,000	70,000		470,000	Red Water
<b>Water Projects</b>								
Water Main Lining			383,000				383,000	
<b>WPC Projects</b>								
Sanitary Sewer Lining				125,000			125,000	
Ravine Main Replacement				379,000			379,000	
<b>Stormwater Projects</b>								
Storm Sewer Lining					100,000		100,000	
<b>Total Expenditures</b>	5,010,000	2,495,000	1,480,000	1,375,000	460,500	1,150,000	11,970,500	

Council Bill/Resolution No. 1141-2014  
Sponsor: \_\_\_\_\_

A RESOLUTION

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

2006 BMW 325i, VIN# WBAVB13536KX51715

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

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

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

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

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor  
October 7, 2014  
\_\_\_\_\_  
Date

Passed: October 7, 2014

Approved: October 14, 2014

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

Approved as to form:

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

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with High Rent L.L.C. for property located at 1224 4<sup>th</sup> Avenue and the parking lot adjacent to 1202 4<sup>th</sup> Avenue, Moline, Illinois, and a Lease of Parking Spaces.

WHEREAS, the City wishes to acquire the property located at 1224 4<sup>th</sup> Avenue and the parking lot adjacent to 1202 4<sup>th</sup> Avenue, Moline, Illinois; and

WHEREAS, High Rent L.L.C., the owner of said property, has agreed to sell and convey the property to the City and the City has agreed to purchase the property for \$350,000, using City funds, pursuant to the terms and conditions set forth in the Agreement for Sale of Real Estate; and

WHEREAS, the Federal Transit Administration has included the property in the project scope for the Multi-Modal facility, to be known as "The Q," so that grant funds may be used for improvement of the property for parking for Amtrak passengers; and

WHEREAS, as part of the Agreement for Sale of Real Estate, the City agrees to lease 14 parking spaces to High Rent L.L.C. in the City-owned "Lot O" located at 1211 5<sup>th</sup> Avenue, Moline, in accordance with the Lease of Parking Spaces.

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 High Rent L.L.C. for property located at 1224 4<sup>th</sup> Avenue and the parking lot adjacent to 1202 4<sup>th</sup> Avenue, Moline, Illinois (Parcel Numbers MO-552 and part of MO-557), for \$350,000; 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.

BE IT FURTHER RESOLVED that the same officials are hereby authorized to execute the Lease of Parking Spaces; provided, however, that said Lease is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit B 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 and Lease.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 7, 2014

\_\_\_\_\_  
Date

Passed: October 7, 2014

Approved: October 14, 2014

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

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

**AGREEMENT FOR SALE OF REAL ESTATE**

**AGREEMENT**, by and between **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter “**Buyer**”), located in Moline, Illinois, and **HIGH RENT, L.L.C.**, an Illinois limited liability company (hereinafter “**Seller**”), located at \_\_\_\_\_, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Sellers are willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter “**Property**”), and commonly known as 1224 4<sup>th</sup> Avenue and the parking lot adjacent to 1202 4<sup>th</sup> 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 **Three Hundred Fifty Thousand and No/100ths Dollars (\$350,000.00)** (hereinafter “**Purchase Price**”) payable by certified funds to Sellers at the time of closing.

**Sec. 2. CLOSING AND POSSESSION**

Closing shall be on or before **the 31st day of October, 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 and pay the Purchase Price to the Seller 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**”). Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer’s rights. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
  2. All easements of record; 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. Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof and performed a Phase I environmental assessment that resulted in the finding of an oil drum on the Property; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property in “As Is” condition except that Seller shall remove the oil drum on the Property prior to closing.
- (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.
- (c) Grant of Easement. Contemporaneous with the conveyance of the Property to Buyer, Buyer shall grant an easement to Seller over the west fifteen (15) feet of the Property. The Easement shall be documented by a separate document and will be recorded.
- (d) Replacement Parking. Contemporaneous with the conveyance of the Property to Buyer, Buyer shall execute an agreement that provides Seller, at no cost to Seller, with 14 parking spaces located in the Property or in the City-owned parking lot to the south of the building located at 1202 4<sup>th</sup> Avenue, commonly referred to as Lot “O,” the location of said spaces to be determined by the Buyer on an annual basis in accordance with the agreement for said parking.

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

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

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

No member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or interest of any corporation, partnership or association in which he is directly, indirectly, interested. No member, official or employee of the City shall be personally liable to the City or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

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

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

**Sec. 8. ENTIRE AGREEMENT**

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

**Sec. 9. APPLICABLE LAW**

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

**Sec. 10. SEVERABILITY**

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

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

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

**Sec. 12. ACCEPTANCE BY BUYER**

Until accepted by the Buyer, this document constitutes an irrevocable offer to sell by the Seller on the terms stated above. Seller acknowledges and agrees that this Agreement is subject to Buyer’s right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by October 28, 2014, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

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

IN WITNESS WHEREOF, **HIGH RENT, L.L.C.**, Seller, has caused this Agreement for Sale of Real Estate to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**HIGH RENT, L.L.C., an Illinois  
limited liability company (Seller)**

By: \_\_\_\_\_  
JEFF HIGH, Manager

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 **Jeff High**, to me personally known, who being by me duly sworn, did say that he is the Manager of High Rent, L.L.C.; that said instrument was signed on behalf of said High Rent, L.L.C. by authority of its managing members; and that the said Jeff High as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said High Rent, L.L.C. and by him voluntarily executed.

(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 (Buyer)**

**Attest:**

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to form:

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

Prepared by:

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

SCHEDULE A

High Rent, L.L.C. Sale to City of Moline

1224 4<sup>th</sup> Avenue and the parking lot adjacent to 1202 4<sup>th</sup> Avenue, Moline, Illinois

Legal Description

## LEASE OF PARKING SPACES

This Lease of Parking Spaces ("Lease"), by and between the City of Moline, a municipality located in Rock Island County, Illinois ("Lessor") and HIGH RENT, LLC, whose address is 111 Rue Jean Lafitte, Suite 103, Lafayette, LA 70508. ("Lessee").

### WITNESSETH:

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, subject to the terms and conditions herein set forth, fourteen (14) parking spaces located in the following property (hereinafter sometimes referred to as the "Property" or the "Parking Spaces"):

1211 5<sup>th</sup> Avenue, Moline, Illinois; (commonly referred to as the "Lot O");

Lot O being legally described as follows:

Lot 6 of Old Town Addition located in the City of Moline, County of Rock Island, State of Illinois; (known as Parcel No. 08-5560)

To be used as parking for Lessee's guests, invitees and tenants. A map showing the location of the Parking Spaces is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Lessor and Lessee agree as follows:

1. Grant of Parking Lease. Lessor hereby leases to Lessee said Property for the purpose of parking, to be available twenty-four hours per day, seven days per week. The Parking Spaces assigned the Lessee shall be for the exclusive use of Lessee and its guests, invitees and tenants and shall be marked for such exclusive use.
2. Term. The term of this Lease shall be for one (1) year and shall renew automatically each year, year to year, unless Lessee notifies Lessor of its desire to terminate this Lease. Lessor shall not have the right to terminate this Lease without the written consent of Lessee.
3. Rent. No rent shall be payable to Lessor for the Parking Spaces.
4. Use Limited to Parking. Lessee agrees to use the demised Parking Spaces only for the parking of automobiles and light trucks and for no other purpose by Lessee or any other person. It is understood that the Parking Spaces are to be used by the guests, invitees and tenants of Lessee and Lessee will not otherwise hold the Property open for use by the general public nor will Lessee sublease or collect any rate or charge for the parking of a motor vehicle on the Property.

5. Assignment. Lessee may assign, sublet or otherwise transfer, convey or pledge its tenancy interest in this Lease without consent of Lessor, provided that the assignment is to the Lessee's successors and assigns of the real estate currently owned by Lessee's located at 1202 4<sup>th</sup> Avenue, Moline, IL ("Lessee's Land"). This Lease shall run with Lessee's Land.
  
6. Compliance with Laws. Lessee shall, during the term of this Lease abide by and conform to, and cause others to abide by and conform to, all laws and governmental rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property.
  
7. Indemnification. Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to property, which occurs in any manner from any cause or causes during the term of this Lease and Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Parking Spaces during the term of this Lease. Lessor or Lessor's agents or assigns are not responsible for any loss, theft or damage to any property left in any vehicle while in, or being driven to and from, the Parking Spaces.
  
8. Reassignment of Parking Spaces. Lessor shall have the right at any time following the execution of this Lease, and upon thirty days written notice, to reassign Lessee to different parking spaces located on the Property on the same terms and conditions as provided in the Lease. Further Lessee shall have the right to relocate the Parking Spaces to another parking facility or lot owned by the Lessor and approved by the Lessee, not be unreasonably withheld, provided that the new location of the Parking Spaces is contiguous to Lessee's property.
  
9. Rules and Regulations. Lessor may provide reasonable rules and regulations for the use of the Parking Spaces and may change the same from time to time, however, there shall be no charge for the use of the Parking Spaces. Further Lessor shall perform all maintenance to maintain the Parking Spaces in good condition, reasonable wear and tear excepted, including snow removal.

LESSOR:

CITY OF MOLINE, ILLINOIS

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

LESSEE:

HIGH RENT, LLC

By \_\_\_\_\_  
 Jeff High, Its Manager

Council Bill/Ordinance No.: 4047-2014

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

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Tyson's Run with the Nations 5K Race to be held on Saturday, October 18, 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, October 18, 2014, from 7:00 a.m. until 11:30 a.m.

- All lanes of the East-West alley between 12<sup>th</sup> & 13<sup>th</sup> Street, south of 4<sup>th</sup> Avenue
- All lanes of 12<sup>th</sup> Street from the southernmost side of 5<sup>th</sup> Avenue to the northernmost side of River Drive
- All lanes of River Drive from the westernmost side of 1<sup>st</sup> Street to the westernmost side of 19<sup>th</sup> Street

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

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Approved as to form:

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

Council Bill/Special Ordinance No. 4048-2014

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

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Moline Dad's Club Halloween Parade scheduled for Sunday, October 19, 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, October 19, 2014, from 2:00 p.m. to 3:00 p.m.

All lanes of River Drive from the westernmost side of 12<sup>th</sup> Street to the easternmost side of 19<sup>th</sup> Street

All lanes of 19<sup>th</sup> Street from the northernmost side of River Drive to the southernmost side of 5<sup>th</sup> Avenue

All lanes of 5<sup>th</sup> Avenue from the easternmost side of 19<sup>th</sup> Street to the westernmost side of 12<sup>th</sup> Street

All lanes of 12<sup>th</sup> Street from the southernmost side of 5<sup>th</sup> Avenue to the northernmost side of River Drive

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

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Approved as to form:

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