



# MOLINE CITY COUNCIL AGENDA

Tuesday, April 10, 2012

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CONSENT AGENDA**

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	RESENT	ABSENT
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

**APPROVAL OF MINUTES**

Committee-of-the-Whole and Council meeting minutes of April 3, 2012.

**SECOND READING ORDINANCES**

**1. Council Bill/General Ordinance 3011-2012**

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 3 thereof, “PEDESTRIAN CROSSING SIGNALS,” by including Midblock on River Drive 450 feet west of the 34<sup>th</sup> Street intersection.

**EXPLANATION:** Staff has proposed a walkway across River Drive in front of Western Illinois University Quad Cities campus. Due to the number of students using the parking lot across the street, it is advised in the interest of safety to install signage and pavement markings for this pedestrian crosswalk.

**FISCAL IMPACT:** N/A

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

**2. Council Bill/Special Ordinance 4015-2012**

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 13, 2012.

**EXPLANATION:** This is a yearly event.

**FISCAL IMPACT:** N/A

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

**3. Council Bill/Special Ordinance 4016-2012**

A Special Ordinance 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 4005 26<sup>th</sup> Street to Moline Community Development Corporation, an Illinois Not-For-Profit Corporation.

**EXPLANATION:** As a result of City Council goal setting, the Moline Community Development Corporation (MCDC) was created in 2008. Part of MCDC’s mission is to provide quality housing for

low to moderate income families and to foster neighborhood improvement. The City recently took possession of an abandoned, single-family home at 4005 26<sup>th</sup> Street by a Judicial Deed in an abandonment proceeding, said property being blighted and a nuisance for several years. To provide momentum to MCDC's efforts, MCDC is interested in rehabilitating the single-family home on the lot and selling it to a qualified family. MCDC has offered to purchase the 4005 26<sup>th</sup> Street for \$1.00. The rehabilitation and sale of the single-family home at this location will restore the blighted property and increase the property tax base in the future.

**FISCAL IMPACT:** Lower property maintenance expenses and increase the property tax base in the future.

**PUBLIC NOTICE/RECORDING:** Quit Claim Deed to be recorded.

## **RESOLUTIONS**

### **4. Council Bill/Resolution 1158-2012**

A Resolution authorizing the purchase of two John Deere 1445 Commercial Mowers from John Deere Company, Moline, Illinois in the total amount of \$42,250.67.

**EXPLANATION:** Two mowing systems in the Parks and Recreation Department and WPC Division have exceeded their useful lives. The budgeted amount for replacement of these units is \$52,300.00. The Illinois Association of County Board Members and Commissioners has bid discounts on these units for the current period and the pricing extends to all constituents. Both machines are recommended with replacements of the same type and style as currently being used. The cost of the two recommended mowing systems with the 23% discount is \$42,250.67. Additional documentation is attached.

**FISCAL IMPACT:** \$52,300.00 is budgeted in Account #448-0867-437.07-03.

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

### **5. Council Bill/Resolution 1159-2012**

A Resolution authorizing the purchase of five Peterbilt sanitation trucks from Elliott Equipment, Davenport, Iowa and five New Way Sidewinder automated packer bodies from Scranton Manufacturing, Scranton, Iowa for the total amount of \$965,070.00 after trade.

**EXPLANATION:** Fleet Services has budgeted in 2012 to replace the automated sanitation packer trucks. These trucks were originally scheduled for replacement in 2011 and the life has been extended beyond their original life expectancies. Fleet Services has published a Request for Proposal (RFP) for the purchase of five automated sanitation packer trucks. Proposals have been received and evaluated by the Fleet and Sanitation staff. Each proposal was required to include pricing for up to three different cab and chassis configurations. The lowest price proposal was submitted by Elliott Equipment in Davenport, Iowa. This was the first configuration evaluated and it has been determined by Fleet and Sanitation staff that the lowest price proposal will meet all the requirements of the City. The proposal included a cab and chassis manufactured by Peterbilt Trucks and a New Way Sidewinder automated packer body by Scranton Manufacturing in Scranton, Iowa. The trade-in value offered by the vendor was also the highest trade-in value offered throughout the proposals. The budgeted amount for the purchase of these units is \$1,022,020.00. The price with all included options after trade is \$193,014.00 each for a total of \$965,070.00 for five units. Additional documentation is attached.

**FISCAL IMPACT:** Funds are budgeted in account #448-0867-437.07-03.

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

### **6. Council Bill/Resolution 1160-2012**

A Resolution declaring the City of Moline's support for and endorsement of Western Illinois University's *Higher Values in Higher Education 2012 – 2022* strategic plan update.

**EXPLANATION:** Western Illinois University (WIU) has been engaged in the process of updating their strategic plan; *Higher Values in Higher Education 2012 - 2022*. As a host community to the WIU Quad Cities Riverfront Campus, the City of Moline was invited and has been participating in the update of

WIU’s strategic plan. To the extent the City of Moline and Western Illinois University have forged a productive partnership based on mutual trust and mutual interest, it seemed desirable to the strategic plan committee to seek the City Council’s endorsement of the strategic plan.

**FISCAL IMPACT:** N/A

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

**7. Council Bill/Resolution 1161-2012**

A Resolution authorizing the Mayor and City Clerk to execute a Loan Agreement between the City of Moline and the Moline Community Development Corporation, an Illinois Not-For-Profit Corporation, in the amount of \$30,000, and authorizing City staff to disburse the loan funds upon conveyance of City-owned property at 4005 26<sup>th</sup> Street.

**EXPLANATION:** In order to fund the rehabilitation of property located at 4005 26<sup>th</sup> Street, the Moline Community Development Corporation (MCDC) needs start up monies and is requesting a loan from the City. The total project cost is approximately \$55,000. Proceeds from the loan will complete the first phase of the project. The City’s Homebuyers Assistance Program will fund the second phase. Once the MCDC sells the home to a qualified family, the MCDC will repay the City loan.

**FISCAL IMPACT:** \$30,000 loan from the General Fund

**PUBLIC NOTICE/RECORDING:** A Promissory Note and Mortgage will be required

OMNIBUS VOTE		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Mayor Welvaert		

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**RESOLUTION**

**8. Council Bill/Resolution 1162-2012**

A Resolution authorizing the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Moline, City of Rock Island, and County of Rock Island, setting forth the terms for submitting a joint application for funding available through the U. S. Department of Justice 2012 Byrne Justice Assistance Grant (JAG) Program.

**EXPLANATION:** Moline, Rock Island, and Rock Island County law enforcement agencies are eligible to submit a joint application for a total of \$51,013 to be awarded through the JAG program. The 2012 Allocations and Disparate Information listing published by the Department of Justice specified an award level of \$18,762 for Moline and \$32,251 for Rock Island, with Rock Island County listed as a disparate jurisdiction entitled to request a share of the award. Staff from the each agency recommends that \$5,101.30 be allocated to County for its Courthouse/Justice Center Security Enhancement Project, \$29,025.90 to Rock Island for its Police Officer Personnel Project, and \$16,885.80 to Moline for its Less Lethal Weapon Deployment Project. No matching funds are required under the grant.

**FISCAL IMPACT:** Grant award of \$16,885.80 for the Moline Police Department to purchase 16 Taser units and 200 duty cartridges.

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

CB 1162-2012		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Mayor Welvaert		

**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.: 3011-2012  
Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 3 thereof, "PEDESTRIAN CROSSING SIGNALS," by including Midblock on River Drive 450 feet west of the 34<sup>th</sup> Street intersection.

\_\_\_\_\_

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 3 thereof, "PEDESTRIAN CROSSING SIGNALS," by including Midblock on River Drive 450 feet west of the 34<sup>th</sup> Street intersection.

**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/Special Ordinance No.: 4015-2012

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 13, 2012.

\_\_\_\_\_

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 13, 2012

**7:30 a.m. to 9:00 a.m. – Half Marathon**

5<sup>th</sup> Avenue from 1<sup>st</sup> Street to 4<sup>th</sup> Street  
4<sup>th</sup> Street from 5<sup>th</sup> Avenue to 16<sup>th</sup> Avenue  
16<sup>th</sup> Avenue from 4<sup>th</sup> Street to 1<sup>st</sup> Street

**7:30 a.m. to 9:00 a.m. – 5K Run**

5<sup>th</sup> Avenue – 4<sup>th</sup> Street to 10<sup>th</sup> Street, southernmost eastbound lane  
10<sup>th</sup> Street - 5<sup>th</sup> Avenue to 4<sup>th</sup> Avenue, two northbound lanes  
4<sup>th</sup> Avenue – 10<sup>th</sup> Street to 1<sup>st</sup> Street, southernmost westbound lane.

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

Council Bill/ Ordinance No. 4016-2012

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

A SPECIAL ORDINANCE

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 4005 26<sup>th</sup> Street to Moline Community Development Corporation, an Illinois Not-For-Profit Corporation.

\_\_\_\_\_

WHEREAS, as a result of City Council goal setting, the Moline Community Development Corporation (MCDC) was created in 2008; and

WHEREAS, part of MCDC's mission is to provide quality housing for low to moderate income families and to foster neighborhood improvement; and

WHEREAS, the City recently took possession of an abandoned, single-family home at 4005 26<sup>th</sup> Street by a Judicial Deed in an abandonment proceeding, said property being blighted and a nuisance for several years; and

WHEREAS, to provide momentum to MCDC's efforts, MCDC is interested in rehabilitating the single-family home on the lot and selling it to a qualified family; and

WHEREAS, MCDC has offered to purchase the 4005 26<sup>th</sup> Street for \$1.00; and

WHEREAS, the rehabilitation and sale of the single-family home at this location will restore the blighted property 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 Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 4005 26<sup>th</sup> Street, Moline, Illinois, with Moline Community Development Corporation, an Illinois Not-For-Profit Corporation, and do all things necessary to convey said property to MCDC in return for payment of \$1.00, provided however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

**Section 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:

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

Council Bill/Resolution No. 1158-2012

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

A RESOLUTION

AUTHORIZING the purchase of two John Deere 1445 Commercial Mowers from John Deere Company, Moline, Illinois in the total amount of \$42,250.67.

\_\_\_\_\_

WHEREAS, two mowing systems in the Parks and Recreation Department and the WPC Division have exceeded their use; and

WHEREAS, both machines are recommended for replacement of the same type and style as is currently in use; and

WHEREAS, \$52,300.00 is budgeted for this purchase; and

WHEREAS, the Illinois Association of County Board Members and Commissioners has bid discounts on these units for the current period and the pricing extends to all constituents.

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

That the City Council authorizes approval of the purchase of two John Deere 1445 Commercial Mowers from John Deere Company, Moline, Illinois in the total amount of \$42,250.67; provided, however, that said quotation 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

\_\_\_\_\_  
Date

Passed: April 10, 2012

Approved: April 27, 2012

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

APPROVED AS TO FORM:

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



**Holland & Sons, Inc.**  
 939 US Hwy 6 East  
 Geneseo, IL 61254  
 Phone: 309-944-2101  
 Fax: 309-944-2210

**Quote Id : 6288680**

**Customer: City Of Moline**

**Quote Summary**

<b>Prepared For :</b> City Of Moline 3635 4TH AVE MOLINE, IL 61265 Business:309-524-2380	<b>Prepared By:</b> Justin Goodrich 939 US Hwy 6 East Geneseo, IL 61254 Phone: 309-944-2101 jgoodrich@hollandandsons.com	<b>Quote Id :</b> 6288680 <b>Created On :</b> January 30, 2012 <b>Last Modified On :</b> March 23, 2012 <b>Expiration Date:</b> May 30, 2012
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Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 1445 Series II Commercial Front Mower (Less Mower Deck)	\$ 22,313.00	\$ 17,176.81	X	1	=	\$ 17,176.81
Rear Weight Mounting Kit	\$ 96.00	\$ 73.90	X	1	=	\$ 73.90
Dual Wheel Conversion Kit For 23x8.50-12 In. Drive Tires	\$ 520.00	\$ 400.30	X	2	=	\$ 400.30
Two Wheels with 23x8.50-12 In. 4PR Turf Drive Tires	\$ 314.00	\$ 241.72	X	1	=	\$ 241.72
50 Lb. Cast Iron Wheel Weight (1)	\$ 236.00	\$ 181.68	X	2	=	\$ 181.68
Mounting Hardware (1) for Attaching One Wheel Weight	\$ 22.00	\$ 22.22	X	2	=	\$ 22.22
JOHN DEERE 72 In. 7-Iron II Commercial Side Discharge Mower Deck	\$ 4,559.00	\$ 3,509.57	X	1	=	\$ 3,509.57
<b>Equipment Total</b>						<b>\$ 21,606.20</b>

**Quote Summary**

Equipment Total	\$ 21,606.20
SubTotal	\$ 21,606.20
Total	\$ 21,606.20
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 21,606.20</b>

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_



# Selling Equipment

Quote Id : 6288680

Customer: City Of Moline

## JOHN DEERE 1445 Series II Commercial Front Mower (Less Mower Deck)

**Suggested List**  
\$ 22,313.00

Code	Description	Qty
0085TC	1445 Series II Commercial Front Mower (Less Mower Deck)	1

### Standard Options - Per Unit

1001	Four Wheel Drive (Full Time or On Demand)	1
2001	23x8.50-12 4PR Turf Drive Tires	1
3000	Deluxe Suspension Seat with Armrests	1

## Rear Weight Mounting Kit

Equipment Notes:

Hours:

Stock Number:

**Suggested List**  
\$ 96.00

Code	Description	Qty
TCB10303	Rear Weight Mounting Kit	1

## Dual Wheel Conversion Kit For 23x8.50-12 In. Drive Tires

Equipment Notes:

Hours:

Stock Number:

**Suggested List**  
\$ 520.00



# Selling Equipment

Quote Id : 6288680

Customer: City Of Moline

Code	Description	Qty
TCB10013	Dual Wheel Conversion Kit For 23x8.50-12 In. Drive Tires	2

## Two Wheels with 23x8.50-12 In. 4PR Turf Drive Tires

Equipment Notes:

Suggested List

Hours:

\$ 314.00

Stock Number:

Code	Description	Qty
TCB10413	Two Wheels with 23x8.50-12 In. 4PR Turf Drive Tires	1

## 50 Lb. Cast Iron Wheel Weight (1)

Equipment Notes:

Suggested List

Hours:

\$ 236.00

Stock Number:

Code	Description	Qty
BM17972	50 Lb. Cast Iron Wheel Weight (1)	2

## Mounting Hardware (1) for Attaching One Wheel Weight

Equipment Notes:

Suggested List

Hours:

\$ 22.00

Stock Number:



# Selling Equipment

Quote Id : 6288680

Customer: City Of Moline

Code	Description	Qty
BM17985	Mounting Hardware (1) for Attaching One Wheel Weight	2

## JOHN DEERE 72 In. 7-Iron II Commercial Side Discharge Mower Deck

Equipment Notes:

Suggested List

Hours:

\$ 4,559.00

Stock Number:

Code	Description	Qty
0341TC	72 In. 7-Iron II Commercial Side Discharge Mower Deck (For 1400/1500 Series II and Non-Series II Front Mowers)	1



**Holland & Sons, Inc.**  
 939 US Hwy 6 East  
 Geneseo, IL 61254  
 Phone: 309-944-2101  
 Fax: 309-944-2210

Quote Id : 6296364

Customer: City Of Moline

**Quote Summary**

**Prepared For :**  
 City Of Moline  
 3635 4TH AVE  
 MOLINE, IL 61265  
 Business:309-524-2380

**Prepared By:**  
 Justin Goodrich  
 939 US Hwy 6 East  
 Geneseo, IL 61254  
 Phone: 309-944-2101  
 jgoodrich@hollandandsons.com

**Quote Id :** 6296364  
**Created On :** February 01, 2012  
**Last Modified On :** March 23, 2012  
**Expiration Date:** May 30, 2012

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1445 Series II Commercial Front Mower	\$ 22,347.00	\$ 17,207.19	X 1 =	\$ 17,207.19
Single Spool Auxiliary Hydraulic Kit	\$ 435.00	\$ 334.95	X 1 =	\$ 334.95
JOHN DEERE 62 In. 7-Gauge Steel Commercial Rear Discharge Mower Deck	\$ 4,029.00	\$ 3,102.33	X 1 =	\$ 3,102.33
<b>Equipment Total</b>				<b>\$ 20,644.47</b>

**Quote Summary**

Equipment Total	\$ 20,644.47
SubTotal	\$ 20,644.47
Total	\$ 20,644.47
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 20,644.47</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Quote Id : 6296364

Customer: City Of Moline

## JOHN DEERE 1445 Series II Commercial Front Mower

**Suggested List**  
\$ 22,347.00

Code	Description	Qty
0085TC	1445 Series II Commercial Front Mower (Less Mower Deck)	1

### Standard Options - Per Unit

1001	Four Wheel Drive (Full Time or On Demand)	1
2000	23x10.50-12 4PR Turf Drive Tires	1
3000	Deluxe Suspension Seat with Armrests	1

## Single Spool Auxiliary Hydraulic Kit

Equipment Notes:

Hours:

Stock Number:

**Suggested List**  
\$ 435.00

Code	Description	Qty
TCB11474	Single Spool Auxiliary Hydraulic Kit	1

## JOHN DEERE 62 In. 7-Gauge Steel Commercial Rear Discharge Mower Deck

Equipment Notes:

Hours:

Stock Number:

**Suggested List**  
\$ 4,029.00



# Selling Equipment

Quote Id : 6296364

Customer: City Of Moline

Code	Description	Qty
0351TC	62 In. 7-Gauge Steel Commercial Rear Discharge Mower Deck (For 1400 Series II and Non-Series II Front Mowers)	1

## The Illinois Association of County Board Members and Commissioners

**Contract Number:** 10-LT00777-A

**Contract Period:** April 6, 2010 – March 31, 2013

**Eligibility:** State Agencies are not eligible to use this contract. Eligible agencies are The Illinois Association of County Board Members and Commissioners and its Constituents, which includes cities, counties, political-subdivisions, parks and recreations, government funded non-profit agencies, etc For questions or clarifications regarding eligibility visit [www.ilcounty.org](http://www.ilcounty.org) or call Kelly Murray, Executive Director, at 217-528-5331. All other questions should be directed to Governmental Sales at 800-358-5010, Option2.

**Brochure & Article:** [Click here for Brochure](#) and [Click here for Article](#)

**All orders must show John Deere Company as the vendor and reference the contract and item number.**

Purchase orders should be submitted to:

John Deere Company  
2000 John Deere Run  
Cary, NC 27513



### **CONTRACT INFORMATION**

#### **Quotes**

Quotes are valid for 30 days from the creation date of the quote. All quotes created in JDQ2 have creation and expiration dates on the upper right hand corner of the first quote page for your convenience.

Tax Requirements	Yes – See Information Below
Allied (non-Deere)	Yes – See Information Below
Credit Cards	Yes – See Information Below
Fees	None
Leasing	Yes – See Information Below
Multiple Unit Discount	Not Given
Non-contract (Deere)	Yes – See Information Below
Rental	Yes – See Information Below
Trade-In	Yes – See Information Below
Miscellaneous	None

### **Tax Requirements**

Please click on the following link to complete the required form.

[https://secured.deere.com/en\\_US/govsales/httpscontent/taxcient\\_index.html](https://secured.deere.com/en_US/govsales/httpscontent/taxcient_index.html)

### **Allied (non-Deere)**

Yes, allied equipment may be included on the PO and must be itemized and noted as allied. Allied Equipment is any equipment / item that is not John Deere.

### **Credit Cards**

Use of credit cards is permitted.

### **Fees**

None

### **Leasing**

Standard and municipal leases are permitted.

### **Multiple Unit Discount Program**

Not Given

### **Non-Contract (Deere)**

Yes, non-contract equipment may be included on the PO and must be itemized and noted as non-contract equipment. Non-Contract equipment is any John Deere item that is not on contract.

### **Rental**

See pricing structure below.

### **Trade-In**

Trade-ins are permitted and must be itemized on PO.

### **Miscellaneous**

None



**Price Structure**

PRODUCT DESCRIPTION:	PRICE TAB	LIST PRICE DISCOUNT %	PRICE PAGE DATES
Lawn Tractors (excludes D100 and LA Series)	L25	18%	Current Pricing
Garden Tractors	L30	18%	Current Pricing
Equipment for Riders & Tractors	L35	18%	Current Pricing
Commercial Walk-Behind Mowers	C10	13%	Current Pricing
Commercial Zero Turn Radius Mowers	C13	23%	Current Pricing
Commercial Front Mowers	C15	23%	Current Pricing
Commercial Wide-Area Mowers	C18	23%	Current Pricing
Debris Maintenance	G30	22%	Current Pricing
Special Application Mowers	G15	22%	Current Pricing
Walk-Behind Products	L15	0%	Current Pricing
Residential Zero-Turn Mowers	L21	0%	Current Pricing
Compact Utility Tractors	C20	17%	Current Pricing
Equipment for Compact Utility Tractors	C25	17%	Current Pricing
Tractors 5000's Series 6000's & 7000's Series	A2	18% 23%	Current Pricing
Crossover Utility Vehicles & Equipment	C41	16%	Current Pricing
Equipment for Utility Tractors	A9	23%	Current Pricing
Mid-Duty Crossover Utility Vehicles & Equipment	C40	16%	Current Pricing
Utility Vehicles & Equipment	C42	16%	Current Pricing
High Performance Utility Vehicles & Equip	C47	16%	Current Pricing
Reel Mowers	G10	22%	Current Pricing
Special Application Vehicles and Equipment	G20	22%	Current Pricing
Aeration	G25	22%	Current Pricing

<b><u>FRONTIER EQUIPMENT:</u></b>			
Cutting & Mowing		18%	Current Pricing
Hay & Forage		18%	Current Pricing
Landscaping		18%	Current Pricing
Loader Attachments		18%	Current Pricing
Planting & Seeding		18%	Current Pricing
Snow Equipment		18%	Current Pricing
<b><u>TRACTOR RENTAL PROGRAM:</u></b>	<b><u>PRODUCT:</u></b>	<b>PRICE PER HR (350 Hours <i>Minimum</i>)</b>	<b>PRICE PER HR (Exceeding 350 Hrs)</b>
Term of Rental – <u>8 months</u>	All 5 and 6D Series, 6105R, 6115R, 6125R	\$__16.99__	\$__16.99__
	6170R, 6190R, 6210R	\$__19.99__	\$__19.99__
	Loader	\$__2.00__	\$__2.00__
<b><u>TRACTOR RENTAL PROGRAM:</u></b>	<b><u>PRODUCT:</u></b>	<b>PRICE PER HR (450 Hours <i>Minimum</i>)</b>	<b>PRICE PER HR (Exceeding 450 Hrs)</b>
Term of Rental – <u>12 months</u>	All 5 and 6D Series, 6105R, 6115R, 6125R	\$__16.99__	\$__16.99__
	6170R, 6190R, 6210R	\$__19.99__	\$__19.99__
	Loader	\$__2.00__	\$__2.00__

**Payment Remittance Information –**

**John Deere Government and National Sales remittance address is different from the vendor address listed above of Cary, NC. Please remember to advise customers of this as they may internally require this information to be on their purchase orders when they are issued.**

**Correct remit to address is:**

**John Deere Gov't and Nat'l Sales  
21748 Network Place  
Chicago, IL 60673-1217**

Please contact Government Sales for assistance on quoting at 1-800-358-5010 Option 2.

***UPDATES:***

***23Mar11 – Rental rates updated***

***21Mar12 – Contract renewed; Discontinued sections L40 and C19 removed from contract***

***13Jan12 – Removed TLB (C27); Added Mid Duty Gators (C40) and updated rental 7030 series to 6R series***

***06Apr11 – Contract renewal; some discounts changed***

***07May10 - Added the word “minimum” under the 350 hours and 450 hours for rentals***

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

A RESOLUTION

AUTHORIZING the purchase of five Peterbilt sanitation trucks from Elliott Equipment, Davenport, Iowa and five New Way Sidewinder automated packer bodies from Scranton Manufacturing, Scranton, Iowa for the total amount of \$965,070.00 after trade.

\_\_\_\_\_  
WHEREAS, Fleet Services has budgeted in 2012 to replace the automated sanitation packer trucks; these trucks were originally scheduled for replacement in 2011 and their use has been extended beyond their original life expectancies; and

WHEREAS, Fleet Services has published a Request for Proposal (RFP) for the purchase of five automated sanitation packer trucks, and proposals have been received and evaluated by the Fleet and Sanitation staff; and

WHEREAS, the proposal most advantageous to the City was submitted by Elliott Equipment in Davenport, Iowa, including a cab and chassis manufactured by Peterbilt Trucks and a New Way Sidewinder automated packer body by Scranton Manufacturing in Scranton, Iowa; and

WHEREAS, the budgeted amount for the purchase of these units is \$1,022,020.00 and the price with all included options after trade is \$193,014.00 each for a total of \$965,070.00 for five units

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

That the City Council to authorizes approval of the purchase of five Peterbilt sanitation trucks from Elliott Equipment, Davenport, Iowa and five New Way Sidewinder automated packer bodies from Scranton Manufacturing, Scranton, Iowa for the total amount of \$965,070.00 after trade; provided, however, that said proposal 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

\_\_\_\_\_  
April 10, 2012

Date

Passed: April 10, 2012

Approved: April 27, 2012

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

APPROVED AS TO FORM:

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

**REQUEST FOR PROPOSAL FOR FOUR (4) AUTOMATED SANITATION PACKER TRUCKS FOR THE CITY OF MOLINE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION 2012 BUDGET**

Year of units proposed: 2013 Delivery date: 230 days after order  
 Cab and Chassis Make and Model: 2013 Peterbilt 320  
 Packer Body Make and Model: 2012 NewWay Sidewinder 31yd  
 Total cost for each complete unit: \$ 247,594.00  
 Trade in allowance: 663: \$45,000.00 664: \$45,000.00 667: \$45,000.00 668: \$45,000.00

The City of Moline is requesting pricing for the following options to be included in each proposal:

Total cost per unit for an optional Cummins 8.9 Liter ISL-G Natural Gas Engine: \$ 38,423.00

Price for a fifth unit as identified above: \$ 247,594.00

Please include a trade in valuation for the unit listed below.

Unit	Year	Make	Model	VIN#	Hours
665	2010	AutoCar ACX64	Bridgeport	5VCACDKF9AH211188	2428

Trade in allowance: 665: \$ 150,000.00

The undersigned certified that he/she is a representative of the company shown below and as such representative is authorized to submit this proposal on their behalf.

Federal Tax Identification Number: 42-0999627  
 Company: Elliott Equipment Company  
 Address: 3100 W. 76th St.  
 City/State/Zip: Davenport, IA 52806  
 Telephone Number: 563-391-4840 Fax Number: 563-391-8823  
 Authorized Signature: Rick Van  
 Name/Title: Rick VanWassenhove Vice President  
 Date: 2-28-12

Note: Please see billing information and optional 5yr warranty pricing on the following page. 14



ELLIOTT EQUIPMENT CO.  
3100 WEST 76<sup>TH</sup> ST.  
DAVENPORT, IA 52806  
PHONE:563-391-4840  
FAX:563-391-8823  
RICK VANWASSENHOVE  
VICE PRESIDENT  
CELL PHONE:309-525-0082  
EMAIL: elliott@elliotequipco.com

#### BILLING INFORMATION AND OPTIONAL WARRANTY PRICING

- 1) Chassis may be invoiced directly and separately from the body by chassis dealer or chassis manufacturer as may be required by law.
- 2) A three body warranty is included in our base bid price and is subject to the terms and conditions of the New Way/Scranton Manufacturing warranty document included with this proposal. An optional five year body warranty may be purchased for an additional \$11,420.00 per body. The bodies shall be warranted for five years or 100,000 miles (whichever comes first) against structural failures caused by defective design or workmanship only if the optional five year warranty is purchased. This extended five year warranty would be subject to the same terms and conditions as listed in the New Way/Scranton Manufacturing warranty document included with this proposal.
- 3) Add \$985.00 per body for 33 cubic yard body instead of the 31 cubic yard body otherwise equipped the same.

Rick VanWassenhove  
Vice President

Elliott Equipment Company  
3100 W. 76<sup>th</sup> St.  
Davenport, IA 52806

Council Bill/Resolution No. 1160-2012

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

A RESOLUTION

DECLARING the City of Moline's support for and endorsement of Western Illinois University's *Higher Values in Higher Education 2012 – 2022* strategic plan update.

\_\_\_\_\_

WHEREAS, Western Illinois University has established a presence in Moline and has provided opportunities for the Quad Cities community to pursue excellence in higher education; and

WHEREAS, Western Illinois University has expanded its presence in and commitment to Moline and the Quad Cities through the development of the Western Illinois University Quad Cities Riverfront Campus; and

WHEREAS, said campus development and expanded commitment to Moline and the Quad Cities will allow community, economic, and educational benefits to accrue to Moline and the Quad Cities as Western Illinois University's host community; and

WHEREAS, Western Illinois University has updated its strategic plan known as *Higher Values in Higher Education 2012 – 2022*, which includes acknowledgement of and specific actions related to the host community; and

WHEREAS, Western Illinois University has encouraged the City of Moline to participate in and comment on the updating of the *Higher Values in Higher Education 2012 – 2022* strategic plan.

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

That the Moline City Council hereby declares its support for and endorsement of Western Illinois University's *Higher Values in Higher Education 2012 – 2022* strategic plan update.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
April 10, 2012

Date

Passed: April 10, 2012

Approved: April 17, 2012

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

APPROVED AS TO FORM:

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

Higher Values in Higher Education 2012-2022

Our Vision

Western Illinois University will be the leader in educational quality, opportunity, and affordability among regional public universities.

Our Mission

Western Illinois University empowers students, faculty, and staff to lead dynamic and diverse communities. We provide student-centered undergraduate and graduate programs characterized by innovative teaching, research, and service, grounded in **interdisciplinary**, regional and global perspectives. We engage our students in educational opportunities guided by a professional and diverse faculty and staff in collaboration with alumni and community partners.

*Note: Interdisciplinary was added to reflect general education and cross school/departmental/college collaboration and curricular development.*

Our Values

Academic Excellence

Central to our history is the commitment to teaching, to the individual learner, and to active involvement in the teaching-learning process. Western Illinois University's highly qualified and diverse faculty promotes critical thinking, engaged learning, research, and creativity in a challenging, supportive learning community. We are committed to **student success in** an academic environment that encourages lifelong development as learners, scholars, teachers, and mentors.

*Note: Student success was added to reflect the work of faculty and staff in helping students achieve their academic goals.*

Educational Opportunity

Western Illinois University values educational opportunity and welcomes those who show promise and a willingness to work toward achieving shared educational goals. We are committed to providing accessible, high quality educational programs and financial support for our students.

Personal Growth

Western Illinois University values the development of the whole person. We are committed to providing opportunities for personal growth in an environment that supports the development of wellness, ethical decision making, and personal responsibility in the global community.

Social Responsibility

Western Illinois University is committed to equity, social justice, and diversity and will maintain the highest standards of integrity in our work with others. We create an environment that fosters and promotes civic engagement. We serve as a resource for and stimulus to educational, cultural, environmental, community and economic development in our region and well beyond it.

## **Goal 1: University Growth and Recruitment**

Western Illinois University serves approximately 13,000 students in the heart of the Midwest through our traditional, residential four-year campus in Macomb, Illinois, and our non-residential, metropolitan Quad Cities campus located in Moline, Illinois. We are committed to growing and expanding our service base. In the *2011 Self-Study to the Higher Learning Commission-North Central Association of Colleges and Schools*, Western completed a special emphasis on growing our two campuses with the recognition that the two campuses attract and serve distinct populations of students from Illinois, nationally, and internationally. In accordance with institutional commitments to the Commission, we will:

- Action 1. Use the strategic enrollment planning committee to identify future and sustainable enrollment growth goals for the Macomb Campus. These goals should focus on institutional capacity in all areas of university operations, including maintaining historically low student-to-faculty ratios, small class sizes, classroom and laboratory/performance space availability, and residence hall capacity. They should also state the number and quality of students the University seeks to serve.
  
- Action 2. Form a growth plan for the Quad Cities Campus that articulates institutional plans for the academic, enrollment, and administrative growth to support an enrollment of 3,000 students. This growth plan should include careful consideration of recommendations made by the on-site review team from the Higher Learning Commission-North Central Association of Colleges and Schools and external consultants.

### **Student Recruitment**

To successfully recruit students, our marketing will focus on the quality of Western Illinois University and our traditions of excellence. From the onset, our environment must support our message. When an applicant or accepted student visits campus, there will be a positive impression supported by a welcoming environment serving the needs of prospective students and their families.

At the same time, there will be similar and unique needs to consider depending on whether the recruitment is for new freshmen or new transfers, undergraduate or graduate students, distance learning or students taking classes in person, and continuing students or students who are returning to higher education. Nevertheless, the common goal in all of these efforts is to address the statewide need for more degree-holders to meet the economic demands of a global society. And for Western Illinois University, we will successfully achieve this goal as we advance campus diversity, internationalization, quality, and financial support to students.

- Action 3. Increase awareness of Western Illinois University and our traditions of excellence.
  - a) Enhance the integrated marketing campaign to increase awareness regionally, nationally and internationally of Western Illinois University; the achievements of students, faculty, staff, and alumni; and program-specific marketing.
  - b) Strengthen internal marketing to increase campus awareness of the achievements of students, faculty, staff and alumni.
  
- Action 4. Increase the number of undergraduate and graduate applications, acceptances, and enrollments.
  - a) Evaluate and implement recommendations made by external consultants and use faculty and staff expertise on both campuses to increase student inquires and applications to Western Illinois University.

- b) Evaluate and implement recommendations made by external consultants and use faculty and staff expertise on both campuses to increase the ratio of accepted to enrolled undergraduate and graduate students at Western Illinois University.
- c) Enhance the entrance to WIU by creating a Welcome Center in the 300 block of West University Drive in Macomb. This new Center will serve as a destination for University recruitment events with satellite offices for admissions, financial aid, and other services assisting prospective students.

Action 5. Increase the number of adults completing postsecondary education credentials.

- a) Support baccalaureate degree completion by documenting the effectiveness and growth plans for dual admission, dual enrollment, and other initiatives with community colleges.
- b) Engage in initiatives designed to increase undergraduate and graduate student enrollment.
- c) Increase student awareness of opportunities for completing a second bachelors, post-baccalaureate certificate, and/or graduate and professional studies at Western Illinois University.
- d) Continue development of new undergraduate, graduate, and integrated degree programs and certificates in areas of high demand/critical skills shortages that are consistent with the academic mission of the University.
- e) Identify unserved and underserved populations and explore the feasibility of developing new/modified academic programs to meet their needs.
- f) Improve access to postsecondary education by evaluating and implementing, where appropriate, growth recommendations for distance education made by the on-site review team from the Higher Learning Commission-North Central Association of Colleges and Schools.
- g) Increase contact with students who have stopped out and encourage degree completion by documenting structures, processes and results on both campuses.
- h) Evaluate and, if appropriate, implement a continuous enrollment requirement for graduate students who have completed coursework for degree options but who need additional time to finish capstone educational experiences.

Action 6. Increase campus diversity.

- a) Use ~~annual~~ Underrepresented Groups Reports **that are submitted to the Illinois Board of Higher Education annually** to document outcomes of institutional plans to increase the enrollment of students from traditionally underrepresented groups in higher education and in academic disciplines<sup>1</sup>.

*Note: The explanation and footnote were added based on questions related to the report's definition and who receives the report.*

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<sup>1</sup> *Illinois Public Act 85-283 defines underrepresented groups as minorities, females, and individuals with disabilities.*

- b) Document strategies used by academic departments and administrative units to increase minority student enrollment.
- c) Make recommendations to the Equal Opportunity and Access officers and to the president regarding policy, campus initiatives, and programs in support of the University's Affirmative Action program.

Action 7. Increase international student enrollment and international experiences for students.

- a) Complete a review of campus internationalization efforts in consultation with the American Association of State Colleges and Universities. This review should include issues addressing student recruitment, retention, and campus climate.
- b) Document strategies used by academic departments and administrative units to increase international student enrollment.
- c) Augment the number of international agreements and students participating in these agreements.

Action 8. Increase the number of students enrolled in Centennial Honors College.

- a) Increase resources to support increased enrollment and support for Honors students on the Macomb Campus.
- b) Expand Honors opportunities **offered by faculty and staff representing the Centennial Honors College** for students at the Quad Cities Campus.

*Note: Item edited to ensure it was clear that there is one Centennial Honors College for all of WIU, not that there should be two separate honors colleges.*

Action 9. Enhance the affordability of Western Illinois University.

- a) Document annual distributions of financial aid and scholarships, with the goal of helping students achieve their educational objectives by increasing financial support (need and merit-based assistance) to all students **through such means as enhanced student employment opportunities, scholarships, and graduate assistantships.**

*Note: Item clarified on suggested means for increasing financial support.*

- b) Support **and evaluate** new ~~Presidential~~ Western Commitment Scholarships for high-achieving ~~and civically engaged students~~ first-time freshmen.

*Note: Item edited to reflect implementation of the new Western Commitment Scholarships.*

- c) **Consider possible expansion of Western Commitment Scholarships to new transfer students.**

*Note: Item added based on implementation of Western Commitment Scholarships to first-time freshmen.*

- d) Evaluate and implement, where appropriate, recommendations made by the on-site review team from the Higher Learning Commission-North Central Association of Colleges and Schools and external consultants related to financial aid packaging and increased student employment and graduate assistantship opportunities for students at the Quad Cities Campus.
- e) Promote the University's statewide, regional, and national leadership in affordability and cost predictability for undergraduate and graduate education in a manner that is widely understood.

Action 10. Support initiatives designed to increase student retention and graduation rates.

### **Employee Recruitment**

The strength, vitality, and agility of an institution of higher learning are based upon its people. The faculty and staff of Western Illinois University represent and build upon the traditions of excellence that have defined the institution since its founding in 1899. With a strong resource base to recruit and retain an excellent faculty and staff representative of the diverse and global society, we will continue to support high-achieving employees who advance the vision, mission, values, and goals of the University. We will continue to develop institutional policies and procedures that promote a holistic and supportive environment that responds to employee workforce needs.

Action 11. Recruit an excellent faculty and staff representative of the diverse and global society.

- a) Use annual Underrepresented Groups Reports to document outcomes of institutional plans to recruit faculty and staff from traditionally underrepresented groups in higher education.
- b) Establish a committee to promote the strengths of Western Illinois University to assist in faculty and staff recruitment. Such advantages include strong commitments to instruction, student-centered academic programs, the quality of life in Macomb, and the urban opportunities the Quad Cities presents.

Action 12. Provide faculty and staff salaries that meet and exceed the mean of peer institutions to support the recruitment and retention of high-achieving employees.

- a) Negotiate and administer contracts that support salary increases for negotiated employees, and administer similar resources for non-negotiated employees.
- b) Complete and administer market equity reviews and salary minima in accordance with contractual agreements.
- c) Allocate resources to support market equity reviews and salary minima for non-negotiated staff.

Action 13. Reward professional achievements of faculty and staff.

- a) Implement negotiated contractual agreements with the University Professionals of Illinois for Professional Achievement Awards.
- b) Support faculty promotions and tenure, as well as promotions for civil service and administrative/professional staff.
- c) Continue to support faculty and staff awards recognizing excellence at the department, college, and university levels.

- Action 14. Continue to develop institutional policies and procedures that promote a holistic and supportive environment in responding to employee workforce needs.
- a) Develop and expand fiscally responsible, family-friendly policies and procedures across all employee classifications that assist in faculty and staff recruitment and retention and enable employees to continue advancement of professional goals and the values of the University, even in times of significant personal/family stress.
  - b) Conduct a needs and feasibility analysis for establishing permanent, academically based summer, fall, and spring infant and childcare on the Macomb campus.
  - c) Continue to investigate child care options on the Quad Cities campus.
  - d) Develop a University-wide committee, including representation from all governance groups on both campuses, to study how the University might best support its employees when they are dealing with issues of elder care and/or catastrophic care.

## **Goal 2: Enrich Academic Excellence**

Embedded in the University's history is a primary commitment to teaching and the individual learner. Providing excellent instruction is the highest priority of the University's faculty. The faculty are responsible for the vast majority of the total student credit hours earned at the University with graduate assistants contributing to teaching and learning. As a group, full professors devote a significant percentage of their professional responsibilities to undergraduate instruction, with all levels of faculty also engaged in research, scholarly/creative activities, and mission-driven public service and outreach.

Student learning assessment processes supports the instruction of Western's faculty. Program reviews and external accreditation validate the quality of the instruction that is characterized by strong commitments to interdisciplinary learning, the individual learner, research, scholarly/creative activities, and mission-driven public service and outreach. With an accomplished faculty and staff, Western will sustain and enhance commitments to our academic mission and service operations.

- Action 1. ~~Support strong commitments to teaching and learning.~~ **Promote high standards of academic excellence in all phases of instruction, research, service, and support services. These are interrelated components to academic excellence.**

*Note: Item edited based on logic of the last sentence above.*

- a) Continue to support contractual agreements that place instruction as the highest priority of faculty.
- b) Maintain the highest institutional expenditures to support the instructional and the academic mission of the University.
- c) Support interdisciplinary course, program, institute, and center development and sustainability.
- d) Follow the University's *Assessment Plan* to use assessment of student learning in general education, the undergraduate major, and in graduate programs to inform curricular revision and development.

- e) Use the academic program review process to ensure the provision of high-quality, viable academic programs and services.
- ~~f) Achieve and maintain institutional and discipline-based accreditation and/or certification, where appropriate, to demonstrate commitment to high quality and the academic and service mission of Western Illinois University.~~
- g) Achieve external validation that the University is promoting high standards of academic excellence by achieving or maintaining accreditation and certifications from the:
  - 1) National Colleges of Teacher Education for university-wide teacher education.
  - 2) National Collegiate Athletic Association for Intercollegiate Athletics.
  - 3) All discipline-based accreditations and certifications, where appropriate to the discipline(s) and service unit(s).
  - 4) Higher Learning Association-North Central Association of Colleges and Schools for the University.

*Note: Item edited to add specific actions to be achieved.*

Action 2. Focus on the individual learner.

- a) Maintain low student-to-faculty ratios and small course sections.
- b) Provide, evaluate, and improve the First Year Experience.
- c) Evaluate the feasibility and need for a Transfer Year Experience and/or enhanced support structures on each campus.
- d) Enhance academic and student support structures on the Quad Cities Campus, particularly as enrollment increases and the campus serves more traditional-aged students.

Action 3. Support strong commitments to research, scholarly/creative activities, and grants.

- a) Provide institutional resources and assistance to support the research, scholarly/creative activities, and grants of faculty and staff.
- b) Support faculty sabbaticals as a means to advance research and scholarly agendas.
- c) Augment institutional resources to encourage and promote research, creative, and scholarly activities with special emphasis on new and junior faculty members.
- d) Expand the summer stipend and University Research Council programs.
- e) Publicize the publications and grants of faculty and staff in new media, including the possible creation of an E-Journal for Western Illinois University.
- f) Establish endowed professorships and chairs through the Comprehensive Campaign.
- g) Support faculty and staff travel and other professional development opportunities.
- h) Engage undergraduate and graduate students in professional research.
- i) Host domestic and international visiting scholars, executives, and artists in residence programs.

- Action 4. Support strong commitments to mission-driven public service and outreach.
- a) Support economic and cultural development of our host communities and regions.
  - b) Respond to emerging needs in the state and region, including the Governor’s initiatives, “P-20” (preschool through graduate school) **partnership** initiatives, and other initiatives consistent with the academic and regional mission of the University.

*Note: Item edited to clarify state-defined P-20 initiatives.*

- c) **Advance support of teacher and professional education by supporting those seeking initial or subsequent certification or who have questions about certification; endorsements; or other teacher, school service personnel, or administrative matters.**

*Note: Item added to reflect the public service component of the university-wide teacher education program.*

- d) Use university public service centers, institutes, and broadcasting services to provide community services.
- e) Deliver high-quality, value-adding management and professional development programs to businesses and industries in the western Illinois region.
- f) Deliver community outreach initiatives through the Western Illinois University digital library, historical archive projects, and grant projects on the delivery of services and resources to University and surrounding communities through collaboration with regional partners.
- g) **Continue to support public-private partnerships to advance new and enhanced services to students, faculty, and staff in our host communities.**

*Note: Item added to reflect university work with chambers of commerce and other local economic development agencies in helping to attract and retain university-friendly businesses, services, and amenities.*

- Action 5. Deliver a strong, user-centered information technology infrastructure.
- a) Continue implementation of the multiyear faculty and staff computer upgrade program that will ultimately establish and maintain a four-year computer rotation program of new computers for instructional units within Academic Affairs.
  - b) Accelerate the multiyear electronic classroom upgrade program for general instructional and two-way audio-video classrooms on both campuses.
  - c) Engage faculty and staff in Administrative Information Management Systems, Council for Instructional Technology, Electronic Student Services, and University Technology planning and advisory committees.
  - d) Update the *Institutional Strategic Plan for Technology*.
  - e) Assure long-term bonding plans for facilities, infrastructure, telecommunications, and technology needs are consistent with *Campus Master Plans* on the two campuses of Western Illinois University.
  - f) Implement goals and priorities from the *Institutional Strategic Plan for Technology*.

- g) Enhance technology disaster recovery for Western Illinois University by implementing business continuity.
- h) Improve the alignment between academic needs for program accreditation/support and offering of library resources and services through outreach and collaboration with other campus entities.
- i) Increase application of appropriate technology to remove barriers for using physical and virtual library resources and services.
- j) Augment user-centered library services and resources to lead the development of information literacy at Western Illinois University, gauge and improve student learning, enhance scholarly productivity, and meet institutional transformation demands.

### **Goal 3: Provide Educational Opportunities**

In providing educational opportunities, Western supports prior academic achievement as students prepare to enroll at the University. Our courses, certificates and degree programs are student-centered, support learning inside and outside the classroom, and are reinforced by comprehensive student services with support mechanisms designed to minimize or eliminate barriers to learning. We are committed to evaluating the effectiveness of our services and we are equally committed to affordability and cost predictability, as financial constraints can eliminate access to higher education.

Action 1. Support student academic achievement in preparing for timely degree completion.

- a) Continue to grant academic credit for students successfully completing external examinations through the College Level Examination Program, College Entrance Examination Board, Proficiency Examination Program, and the Defense Activity for Nontraditional Education Support.
- b) Establish departmental standards for the awarding of credit for prior learning and life experiences where appropriate to the discipline.
- c) Participate in all facets of the Illinois Articulation Initiative (IAI) to promote successful student transfer.

Action 2. Provide student-centered schedules that enable students to successfully pursue educational opportunities.

- a) Explore the use of credit or non-credit "short courses" that teach specific sets of skills or knowledge. While not the traditional semester in length, these courses are intended for those who are already working but need to update their skills.
- b) Promote consistency between time of day (morning, afternoon, and evening) scheduling between Western Illinois University-Quad Cities and primary feeder community colleges.
- c) Develop a semester and summer calendar for identifying when courses are subject to cancellation.
- d) Maintain course-offering goals in the Quad Cities, including the continued ability for all degree programs to be fully completed on-site or through distance modalities.
- e) Study alternatives to the traditional 16-week semester (e.g., four- or eight-week semesters, hybrid instruction, etc.) on the Quad Cities campus that are responsive to student needs.

- f) Expand summer school offerings on both campuses to meet student needs.
  - g) Implement accelerated degree and certificate options where appropriate to the discipline.
- Action 3. Support learning inside and outside the classroom and initiatives designed to increase student success.
- a) Promote experiential learning through applied studies in external settings. These applied settings include internships, student teaching, clinical placements, and undergraduate and graduate student research days.
  - b) Provide opportunities for student development and learning outside the classroom through involvement, leadership, and co-curricular experiences in environments that are supportive, challenging, and inclusive.
  - c) Engage students as active participants in university shared governance.
- Action 4. Provide comprehensive support services and enhance access to educational opportunities inside and outside the classroom
- a) Provide comprehensive academic and counseling, services and programs.
  - a) Develop a comprehensive substance abuse educational program.
  - b) Provide late night and alternative programming to promote healthy lifestyles.
  - b) Evaluate and develop strategies for addressing physical and program barriers for students and employees with disabilities.
  - c) Formulate plans to ensure university compliance with Illinois Board of Higher Education and legislative mandates for web accessibility for individuals with disabilities.
- Action 5. Evaluate the effectiveness of institutional strategies to provide access to educational opportunities inside and outside the classroom.
- a) Use local results from the National Survey of Student Engagement and other national surveys in planning and evaluating initiatives designed to increase student involvement, retention and graduation rates.
  - b) Assist student organizations in the planning, implementation, and evaluation of cultural, social, educational and service programs.
- Action 6. Provide statewide and national leadership in reducing levels of student indebtedness and increasing cost predictability and affordability.
- a) Achieve scholarship (and other) goals for the Macomb and Quad Cities campuses as part of the comprehensive campaign for Western Illinois University.
  - b) Identify new sources of financial aid for students enrolled at the University.
  - c) Support new and enhanced strategies for reducing the amount of student indebtedness upon graduation.

- d) Provide opportunities for students and their families to learn about financing the costs of higher education and engaging students in fiscally responsible practices for expenditure of financial aid and scholarship awards.

**Goal 4: Support Personal Growth**

Students attend and faculty and staff work at Western Illinois University to advance their educational and professional goals. In a community of scholars and practicing professionals, there is growth both personally and professionally. Western provides comprehensive programs, services and events related to the health and wellness of students, faculty, and staff. An individual's optimal health and wellness supports maximum educational and occupational success.

Moreover, firm grounding in ethical decision-making and personal responsibility characterizes the Western educational and occupational experience. Our intentional emphasis on the global perspective, social responsibility, student and community engagement, and lifelong learning are essential components to personal growth. They are reflected in University programs, services, and events.

Action 1. Promote health and wellness to support personal growth.

- a) Offer comprehensive personal, health and wellness counseling, services and programs.
- b) Increase student, faculty, and staff **health, wellness and recreational activities and services provided by the University.**

*Note: Items b and c edited to ensure that the actions address health, wellness, and recreation.*

- c) Expand health, wellness, **and recreational activities** ~~and~~ partnerships with local/regional providers to address ~~the~~ needs and services for students, faculty and staff.
- d) Continue to expand healthy choice options in vendor carts and machines on the Quad Cities Campus.
- e) Evaluate the feasibility of establishing sports clubs **and other areas of campus recreation such as intramural sports, fitness, aquatics, and outdoor pursuits** in the Quad Cities as the campus continues to grow.

*Note: Action e edited and Action f added based on faculty and staff suggestions.*

- f) **Utilize the location of the Riverfront Campus adjacent to the Mississippi River and a community bike and pedestrian trail system as a means to increase health, wellness, educational, and community activities.**

Action 2. Promote ethical decision making and personal responsibility

- a) Support the global perspective, social responsibility, and ethics in the curriculum and co-curricular programs, services, and events.
- b) Sustain full student, faculty, and staff compliance with annual ethics and anti sexual harassment training.

Action 3. Enhance student and community engagement.

- a) Coordinate across vice presidential areas actions designed to increase student participation in and appreciation of cultural, artistic, intellectual, and leadership events on and off campus.
- b) Sponsor University-theme programming and events for students, faculty, staff, and the community.
- c) Provide programming in the First Year Experience that is integrated with the University theme.
- d) Create on the Quad Cities Campus a student and community engagement forum that involves the Student Government Association and registered student organizations to discuss event planning, evaluation, and coordination, as well as the need for new and expanded registered student organizations as the campus continues to grow.
- e) Support high-profile University speakers on both the Macomb and Quad Cities campuses to increase campus and community engagement and collaboration.
- f) Provide the campus and surrounding communities with a diverse season of quality cultural entertainment opportunities.
- g) Support a broad-based National Collegiate Athletic Association (NCAA) Division I and Football Championship Series varsity intercollegiate athletics program. This includes funding commitments to support our athletic program at a level that allows student-athletes to be successful and competitive within our respective conferences and nationally.
- h) Demonstrate strict adherence to NCAA operating principles related to governance and rules compliance, academic integrity, equity, and student-athlete welfare.
- i) Design and implement Western Illinois University's adaptation to the new five-year Summit League Plan being designed by the League presidents to increase academic and athletic success.
- j) Host selected athletic events in the Quad Cities to increase community engagement and support for the University and its athletic program.
- k) Expand student activities and establish resource and referral service for parents on the Quad Cities Campus.**

*Note: Item added based on student and staff suggestions.*

- l) Form a student-led task force to look at strategies for increasing school spirit and pride.

Action 4. Provide lifelong learning opportunities for faculty, staff, and community members.

- a) Support the use of release time, tuition waivers, and other University benefits for faculty and staff to advance their educational pursuits.
- b) Sustain the University's Affirmative Action Internship Program.
- c) Develop new and enhanced programs and services specifically designed for the specific professional development needs of faculty and staff.

- d) Address the regional mission of the University by continuing to provide professional development opportunities in academic disciplines to members of our host and external communities.
- e) Enhance opportunities for lifelong learning of senior citizens.

### **Goal 5: Promote Social Responsibility**

Social responsibility takes many shapes and forms as individuals pursue personal and societal goals. It, whether alone or as part of a group, is thinking locally and acting globally. Western supports civic engagement, service learning, student organizations, and many other events, activities, and opportunities to facilitate individual and community development. We do so in a manner that reinforces local, regional, national and international perspectives, with emphasis on equity, social justice and diversity.

We advance social responsibility individually and collectively through partnerships that advance the University's priorities and goals. We serve as a resource for and stimulus to educational, cultural, environmental, community and economic development in our region and well beyond it. We also engage in our social responsibilities by providing safe, secure, and accessible facilities that reinforce the values of the University and our commitments to environmental sustainability.

- Action 1. Promote civic engagement and service learning in order for students to enhance local, national and global perspectives.
  - a) Support service learning, internships, student teaching, simulations, and other forms of experiential learning that promote civic engagement.
  - b) Engage in activities associated with the American Democracy Project.
  - c) Actively participate in the annual Federal Constitution Day on both campuses.
  - d) Support student, faculty, and staff actions that are consistent with the University's Carnegie Foundation Community Engagement Classification.
- Action 2. Support national and international contexts in advancing equity, social justice, and diversity.
  - a) Continue Western Illinois University's participation in the Illinois Association for Cultural Diversity (IACD) with other Illinois colleges and universities to further awareness and understanding of the cultural diversity within and outside the United States.
  - b) Support actions associated with the institutional commitment to internationalization of the curriculum.
- Action 3. Use partnerships to advance the University's vision, mission, values, goals, and actions.
  - a) Develop a plan for the Alumni Association that links the goals and actions of this strategic plan to the work of the Association.
  - b) Support the comprehensive campaign for scholarships, faculty support, capital improvement, and information and technologies on the Macomb and Quad Cities campuses.

- c) Achieve the comprehensive campaign goal of increasing the percent of alumni giving to the University.
  - d) Continue cultivation of donors to support the *Target Western Forward* athletics facilities plan and the construction of new and renovation of existing facilities.
  - e) Consult with external advisory boards to help advance the academic mission and service operations of Western Illinois University, in addition to the goals and actions of this strategic plan.
- Action 4. Provide safe, accessible, responsive campus environments that meet the needs of University constituencies and reflect the core values of the University.
- a) Support educational programs, services, and partnerships committed to the prevention of crime; protection of life and property; preservation of peace, order, and safety; and enforcement of laws and University policies.
  - b) Implement accessibility standards in new construction and campus renovation projects.
  - c) Complete a five-year review/update of the Macomb Campus Master Plan.
  - d) Engage in programming studies to give precision in cost estimates before requesting inclusion in the University's capital requests to the state.
  - e) Pursue, aggressively, state funding for the highest facility priorities identified on the *Campus Master Plans*, which include new facilities and funds to support deferred maintenance.
  - f) Document annual master plan accomplishments and the application of institutional resources to address permanent improvements (deferred maintenance) and capital renewal.
- Action 5. Reinforce institutional commitments to environmental sustainability.
- a) Strive to achieve Leadership in Energy and Environmental Design certification in new construction and major renovations.
  - b) Support educational opportunities designed to raise awareness of social, environmental and sustainability issues.
  - c) Achieve statewide, regional, and national leadership in environmental sustainability within all aspects of University operations (e.g., the curriculum, community and co-curricular events, new construction, and administrative operations).

### **Goal 6: Demonstrate Accountability**

The ultimate goal of an institution of higher learning is to recruit, retain, and graduate students as they prepare for future occupations and/or graduate and advanced studies. It is the core mission of any college or university. The faculty and staff of Western Illinois University, one of 12 Illinois public universities, serve students in our region and beyond with a strong commitment to instruction supported by research and public service. The type of educational environment that we provide—the hallmark of a Western education—emphasizes our values of academic excellence, educational opportunity, personal growth and social responsibility.

Our vision, mission, and values describe our niche and our future. The University has a long history of achieving its goals. For this plan to be successful, actions must continue to be espoused and supported at all levels of the University. The President and Western Illinois University Board of Trustees set the overall priorities for the University. Each spring in annual planning and accomplishment presentations, the vice presidents and areas that report to the president document area plans and accomplishments and how these actions advance institutional priorities and goals.

Every student, faculty, and staff member represents Western Illinois University and together we are responsible for increasing recruitment, retention, and graduation rates and for achieving the goals and priorities of this plan. Every student, faculty, and staff member has a voice in our governance and planning. We will continue to hold ourselves accountable to goals and priorities of Higher Values in Higher Education and we will review and update the plan in five years (2017-2018).

- Action 1. Establish and articulate enrollment, retention and graduation rate goals by campus.
- Action 2. Develop a summary page on the institutional dashboard of university performance indicators (available from the University Planning Website) that tracks university enrollment, retention, and graduation rates on both campuses.
- Action 3. Document goal achievement and support of our values by continuing to provide:
  - a) Monthly strategic planning updates that summarize current strategic plan actions in progress and accomplishments.
  - b) Annual strategic planning updates that summarize the status of strategic plan actions and the results from implementation.
  - c) Annual performance reports to document institutional performance on Strategic Plan indicators compared to peer institutions.

Table 1  
Higher Values in Higher Education 2008-2018 Review/Update Team

Nancy Parsons, Co-Chair	Associate Provost
Joe Rives, Co-Chair	Vice President, Quad Cities, Planning & Technology
Jeff Anderson	City Planner, City of Moline
Ed Basch	Community Development Coordinator, City of Macomb
Dana Biernbaum	Assistant Vice President, Administrative Services
Gary Biller	Vice President, Student Services
Andy Borst	Director, Admissions
Chris Brown	Administrative Aide, WIU-QC
Felix Chu	Interim Associate Dean, University Libraries
Ann Comerford	Director, University Union
Tucker Copi	Macomb Student Government Association President
Kassie Daly	Assistant Director, Quad Cities Admissions
Gloria Delany-Barmann	Professor, Educational and Interdisciplinary Studies
John Drea	Associate Dean, College of Business and Technology
Karen Greathouse	Chair, Dietetics, Fashion Merchandising and Hospitality
Jennifer Grimm	Academic Advisor, Communication/COAP President
Rick Hardy	Director, Honors
Renee Higgins	Dean of Transfer, Spoon River College
Robert Hironimus-Wendt	Associate Professor, Sociology and Anthropology
Rhonda Kline	Director, Institutional Research and Planning
David Lane	Associate Professor, Psychology
Nancy Laverdiere	Web Specialist, University Libraries
Kerry Lemaster	Administrative Assistant, President's Office
Kathy Malcomb	Director, Planning and Institutional Effectiveness, Black Hawk College
Sue Martinelli-Fernandez	Dean, College of Arts and Sciences
Kimberley McClure	Professor, Psychology/Graduate Council Chair
Kristi Mindrup	Assistant Vice President, WIU-QC and Planning
Dennis Moon	At-Large Alderman, City of Macomb
Josh Moon	Senior Associate Athletics Director
Julie Murphy	Director Foundation Communications/Donor Stewardship
Amy Patrick Mossman	Associate Professor, English and Journalism
Lorette Oden	Professor, Health Sciences
Boris Petracovici	Associate Professor, Mathematics
Steve Rock	Professor, Economics and Chair/Faculty Senate
Chad Rosenow	President Quad Cities Student Government Association
Bill Rupert	Deputy Director, Human Resources/Civil Service Employees Council President
Jim Schmidt	Associate Dean, College of Arts and Sciences
Carol Scott	Secretary, Alumni Council
Joanne Sellen	Director, Western English As Second Language Institute
Darcie Shinberger	Director, University Relations
Emeric Solymossy	Professor, Management and Marketing/Quad Cities Faculty Council Chair
Amy Spelman	Director, Alumni Programs
Tammy Werner	Assistant Professor, Sociology and Anthropology
Janet Wigglesworth	Chair, Kinesiology/Chairs Council Representative
Charles Wright	Chair, Art

Council Bill/Resolution No. 1161-2012

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Loan Agreement between the City of Moline and the Moline Community Development Corporation, an Illinois Not-For-Profit Corporation, in the amount of \$30,000, and authorizing City staff to disburse the loan funds upon conveyance of City-owned property at 4005 26<sup>th</sup> Street.

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

WHEREAS, the City of Moline acquired an abandoned single-family residence at 4005 26<sup>th</sup> Street, Moline, Illinois, and will sell the property to the MCDC for \$1.00; and

WHEREAS, MCDC requested that the City provide it a loan in the amount of \$30,000; and

WHEREAS, the loan proceeds will be used in collaboration with the City's Homebuyers Assistance Program to completely rehabilitate 4005 26<sup>th</sup> Street for the purpose of selling it to a qualified family; and

WHEREAS, MCDC agrees to secure the loan by a separate Promissory Note and Mortgage on the real estate between the City and MCDC and to repay the loan from the proceeds received on the sale of the property to a qualified family; the repayment shall be equal to the loan amount.

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

That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Loan Agreement in the amount of \$30,000 with the Moline Community Development Corporation, an Illinois Not-For-Profit Corporation; provided, however, that said Loan 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 City staff is hereby authorized to disburse the loan funds upon conveyance of City-owned property at 4005 26<sup>th</sup> Street to Moline Community Development Corporation.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor  
April 10, 2012

\_\_\_\_\_  
Date

Passed: April 10, 2012

Approved: April 17, 2012

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

City Clerk

Approved as to Form:

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

# LOAN AGREEMENT

CITY OF MOLINE

and

MOLINE COMMUNITY DEVELOPMENT CORPORATION

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## Article 1.0 IDENTIFICATION OF PARTIES

This Agreement entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012 between the City of Moline (hereinafter referred to as the City) and Moline Community Development Corporation (hereinafter referred to as the Borrower).

## Article 2.0 STATEMENT OF PURPOSE

WITNESSETH THAT:

WHEREAS, one of the goals of Borrower is to provide quality housing and to foster neighborhood improvement; and

WHEREAS, the Borrower has purchased property, containing an abandoned, single-family residence from the City and now seeks a loan from the City to assist Borrower in its rehabilitation of the property so that it may be sold to a qualified family.

NOW THEREFORE, the City and the Borrower hereby mutually agree as follows:

## Article 3.0 TERMS OF THE LOAN

- 3.1 Amount of Loan. It is expressly understood and agreed that the amount to be loaned to the Borrower by the City shall be **Thirty Thousand and 00/100 Dollars (\$30,000.00)**. Such loan will be evidenced by separate Promissory Note and secured by a Mortgage executed between by the Borrower and in favor of the City, which are hereby made part of this Agreement by reference.
- 3.2 Loan Rate. All funds loaned to Borrower shall be at an interest rate of 0.00 percent per annum.
- 3.3 Loan Term. The City and Borrower agree that the term of the loan shall be **two (2)** years.
- 3.4 Repayment of Loan. The loan shall be repaid by the Borrower from the sale proceeds upon conveyance to a qualified single-family or individual, at which time Lender shall issue a satisfaction of the Promissory Note.
- 3.5 Prepayment of Loan. The outstanding principal of the loan may be prepaid by the Borrower at any time without penalty.

## Article 4.0 STATEMENT OF WORK AND SERVICES

The Borrower shall use the loan proceeds to aid in rehabilitation of the property.

## Article 5.0 COMPLIANCE WITH APPLICABLE LAWS

The Borrower assumes the responsibility to observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of this Agreement.

## Article 6.0 CONSTRUCTION SUPERVISION AND INSPECTION

If this loan is used for construction projects, the Borrower will furnish progress reports and other such information as the City may require.

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**Article 7.0     AUDITING**

The Borrower shall permit the authorized representative of the City to inspect and/or audit the records of the Borrower relating to its performance under the Agreement.

**Article 8.0     TERMINATION**

If the Borrower shall fail to fulfill its obligations under this Agreement, or if the Borrower shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Borrower of such termination and specifying the effective date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. Additionally, the City shall demand payment in full of the promissory note and personal guarantee incorporated in this Agreement by reference.

**Article 9.0     DELINQUENCIES**

- 9.1     All loan payments are due the first day of each month.
- 9.2     After a delinquency of thirty (30) days, the City of Moline Finance Department shall call the Borrower to notify.
- 9.3     After sixty (60) days, the City of Moline Finance Department will notify the Borrower in writing and will forward a copy to the Economic Development Manager.
- 9.4     Upon receipt of the copy of the written notice, the Economic Development Manager will contact the Borrower, determine the degree of the problem, take necessary steps for payment compliance. If no resolution is made, a Committee-of-the-Whole meeting shall be called with staff recommendation(s) for action.

**Article 10.0    DEFAULT**

In the event the Borrower defaults under the terms of this Agreement, the City shall have the right to declare the loan to be due and payable immediately to the City. The City shall notify the Borrower in writing by certified mail of any breach in terms of Agreement. The City may give the Borrower ten (10) days or such other time as is reasonable in order to correct the default.

**Article 11.0    ASSIGNMENT**

The Borrower shall not assign any interest in this Agreement and shall not transfer any interest by assignment or novation without the prior written consent of the City.

**Article 12.0    MODIFICATIONS**

There shall be no modifications of this Agreement unless they are in writing, in valid legal form, and are signed by both parties.

**Article 13.0    INDEMNIFICATION**

The Borrower agrees to indemnify, keep and save harmless the City, and their agents, officials and employees against all suits, claims, damage, costs and losses, whether caused or contributed to by the negligence of the City, including attorney fees, that may be based on any injury or damage to persons or property that in any way arise out of this Agreement and pertain to the affirmative or negligent acts, errors or omissions of the Borrower.

**Article 14.0    SEVERABILITY**

If any section or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the agreement as a whole or any section, provisions, or part thereof not adjudged invalid or unconstitutional.

**Article 15.0    NOTICE TO PARTIES**

Notice to a party hereto shall be addressed to such party at such address set forth below or at such other address it shall from time to time designate by notice in writing:

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15.1 **CITY OF MOLINE** referenced in this Agreement as the City:

City Attorney  
City of Moline  
619 - 16th Street  
Moline, Illinois 61265

15.2 **MOLINE COMMUNITY DEVELOPMENT CORPORATION** referenced in this Agreement as the Borrower:

Moline Community Development Corporation  
1830 6<sup>th</sup> Avenue  
Moline, Illinois 61265  
Attention: Board President

**Article 16.0 TERM OF AGREEMENT**

The term of this Agreement shall be from the date set forth below to \_\_\_\_\_, 2014 or until all has been paid under terms of the Note. The loan proceeds may be disbursed upon execution of this Agreement and conveyance of the property located at 4005 26<sup>th</sup> Street.

This Agreement shall take effect immediately upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the \_\_\_\_ day of \_\_\_\_\_, 2012.

**MOLINE COMMUNITY DEVELOPMENT CORPORATION**

**CITY OF MOLINE, ILLINOIS**

By: \_\_\_\_\_  
William Steinhauser, Board President

By: \_\_\_\_\_  
Donald P. Welvaert, Mayor

ATTEST:

By: \_\_\_\_\_  
Tracy Koranda, City Clerk

**APPROVED AS TO FORM:**

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

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



# PROMISSORY NOTE

Principal Sum: \$30,000.00

\_\_\_\_\_, 2012

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**Borrower's Name and Address:**

Moline Community Development Corporation  
1830 6<sup>th</sup> Avenue  
Moline, IL 61265

**Lender's Name and Address:**

City of Moline  
619 16 Street  
Moline IL 61265

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FOR VALUE RECEIVED, the undersigned, MOLINE COMMUNITY DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation ("Borrower"), hereby promises to pay to the order of the CITY OF MOLINE, ILLINOIS, an Illinois municipal corporation ("Lender"), in care of the City of Moline City Administrator, 619 16<sup>th</sup> Street, Moline, IL 61265, or at any other place designated by Lender, in lawful money of the United States, the principal sum of **Thirty Thousand and 00/100 Dollars (\$30,000.00)** as payment for funds advanced to the Borrower to enable Borrower to rehabilitate the property located at 4005 26<sup>th</sup> Street, Moline, Illinois (Parcel No.07-4990) ("Property"), being more particularly described below as:

THE SOUTH HALF (1/2) OF LOT NUMBER FORTY-FOUR (44) AND ALL OF LOT NUMBER FORTY-FIVE (45) IN BRIDGEWAY, AN ADDITION TO THE CITY OF MOLINE, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR ROCK ISLAND COUNTY, ILLINOIS, IN BOOK 22 OF PLATS ON PAGE 34 THEREOF, SITUATED IN THE COUNTY OF ROCK ISLAND, IN THE STATE OF ILLINOIS.

**SINGLE ADVANCE:** Borrower has received all of this principal sum. No additional advances are contemplated under this note.

**PAYMENTS:** Borrower agrees to pay this note in full by selling and conveying the Property to a qualified single-family or individual, at which time Lender shall issue a satisfaction for this note.

**INTEREST:** The Lender and Borrower agree that all funds loaned to Borrower shall be at an interest rate of 0.00 percent per annum.

**ADDITIONAL CHARGES:** In addition to interest, Borrower shall pay no additional charges.

**PURPOSE:** The purpose of this loan is: To assist in the development of the Property located at 4005 26<sup>th</sup> Avenue, Moline, Illinois, and to assist the Borrower in its mission to provide quality housing for low to moderate income families and to foster neighborhood improvement.

**SECURITY:** This note is secured in part by: A mortgage on the property.

**SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE.** I have received a copy on today's date.

MOLINE COMMUNITY DEVELOPMENT CORPORATION

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

William Steinhauser, Board President  
Borrower

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Return to:  
Law Dept.  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Attention: Amy Keys, Deputy City Attorney

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## **REAL ESTATE MORTGAGE**

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### **MORTGAGOR/BORROWER**

Moline Community Development Corporation,  
An Illinois not-for-profit corporation  
1830 6<sup>th</sup> Avenue  
Moline, Illinois 61265

### **MORTGAGEE/LENDER**

City of Moline,  
an Illinois municipal corporation  
619 - 16<sup>th</sup> Street  
Moline, Illinois 61265

**REAL ESTATE MORTGAGE:** For value received, the undersigned, **Moline Community Development Corporation**, an Illinois not-for-profit corporation MORTGAGES and WARRANTS to the City of Moline, an Illinois municipal corporation, to secure the payment of the secured debt described below, dated \_\_\_\_\_, 2012, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

### **PROPERTY ADDRESS:**

4005 26<sup>th</sup> Street, Moline, IL 61265 (Tax Parcel Number MO 4990)

### **LEGAL DESCRIPTION:**

THE SOUTH HALF (1/2) OF LOT NUMBER FORTY-FOUR (44) AND ALL OF LOT NUMBER FORTY-FIVE (45) IN BRIDGEWAY, AN ADDITION TO THE CITY OF MOLINE, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR ROCK ISLAND COUNTY, ILLINOIS, IN BOOK 22 OF PLATS ON PAGE 34 THEREOF, SITUATED IN THE COUNTY OF ROCK ISLAND, IN THE STATE OF ILLINOIS.

**TITLE:** Borrower covenants and warrants title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due.

**SECURED DEBT:** This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and the Promissory Note. Secured debt, as used in this mortgage, includes any amounts Borrower owes Lender under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by a Promissory Note dated the same day as this mortgage.

**SINGLE ADVANCE:** Borrower has received all of the principal sum under the Promissory Note. No additional advances are contemplated under the Promissory Note. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Thirty Thousand and 00/100 Dollars (\$30,000.00), plus any disbursements made for the payment of taxes, special assessments, or insurance on the property.

**TERMS AND COVENANTS:** Borrower agrees to all the terms and covenants contained in this mortgage (specifically incorporating by this reference those on pages 2 and 3) and in any riders described below and signed by Borrower.

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## COVENANTS

1. **PAYMENTS.** Borrower agrees to make all payments on the secured debt when due. Unless we agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes Lender on the secured debt (exclusive of interest or principal), If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
  2. **CLAIMS AGAINST TITLE.** Borrower will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
  3. **INSURANCE.** Borrower will keep the property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt.
  4. **PROPERTY.** Borrower will keep the property in good condition and make all repairs reasonably necessary.
  5. **EXPENSES.** Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees if Borrower breaches any covenants in this mortgage or any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. Borrower will pay these amounts to Lender as provided in this mortgage.
  6. **DEFAULT AND ACCELERATION.** If Borrower fails to make any payment when due or otherwise breaches any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, Lender may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to Lender. Lender may foreclose this mortgage in the manner provided by law.
  7. **ASSIGNMENT OF SALE PROCEEDS AND PROFITS.** Borrower assigns to Lender the sale proceeds and profits, if any, of the property, which proceeds and profits, if any, shall be applied in the repayment of the principal sum.
  8. **WAIVER OF HOMESTEAD.** Borrower hereby waives all right of homestead exemption in the property.
  9. **AUTHORITY OF MORTGAGEE TO PERFORM FOR MORTGAGOR.** If Borrower fails to perform any of Borrower's duties under this mortgage, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect its security interest in the property. This may include completing the construction. Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this mortgage or any other loan agreement, development agreement, security agreement or personal guaranty.

Any amounts paid by Lender to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
  10. **INSPECTION.** Lender may enter the property to inspect if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.
  11. **CONDEMNATION.** Borrower assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1.
  12. **WAIVER.** By exercising any remedy available to Lender, Lender does not give up Lender's rights to later use any other remedy. By not exercising any remedy, if Borrower defaults, Lender does not waive its right to later consider the event a default if it happens again.
  13. **JOINT AND SEVERAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this mortgage are joint and several. If Borrower co-signs this mortgage but does not co-sign the underlying debt Borrower does so only to mortgage Borrower's interest in the property under the terms of this mortgage. Borrower also agrees that Lender and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without Borrower's consent. Such a change will not release Borrower from the terms of this mortgage.
-



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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Moline, City of Rock Island, and County of Rock Island setting forth the terms for submitting a joint application for funding available through the U. S. Department of Justice 2012 Byrne Justice Assistance Grant Program.

WHEREAS, Moline, Rock Island, and Rock Island County are eligible to submit a joint application for the aggregate of funds allocated to them under the 2012 Byrne Justice Assistance Grant Program award; and

WHEREAS, prior to submission of an application, the agencies must enter into a Memorandum of Understanding, setting forth the agreed upon allocation of funds, the projects to be funded, and the appointment of one agency to serve as fiscal agent; and

WHEREAS, the proposed agreement provides, in part, for Moline to serve as the fiscal agent for the grant.

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 Memorandum of Understanding between the City of Moline, City of Rock Island, and County of Rock Island, setting forth the terms for submitting a joint application for funding available through the U. S. Department of Justice 2012 Byrne Justice Assistance Grant Program, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

April 10, 2012

\_\_\_\_\_  
Date

Passed: April 10, 2012

Approved: April 17, 2012

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

Approved as to form:

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

**GMS APPLICATION NUMBER: 2012-H1369-IL-DJ**

**MEMORANDUM OF UNDERSTANDING  
2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of April, 2012, by and between **THE CITY OF MOLINE, ILLINOIS (“Moline”), THE CITY OF ROCK ISLAND, ILLINOIS (“Rock Island”), and THE COUNTY OF ROCK ISLAND, ILLINOIS (“County”)** in regard to the joint application for funding available from the U. S. Department of Justice.

**WITNESSETH:**

WHEREAS, Moline, Rock Island, and County are eligible to submit a joint application for the aggregate of funds allocated to them under the 2012 Byrne Justice Assistance Grant (JAG) Program award; and

WHEREAS, the grant requires that one agency serve as the Fiscal Agent for the funds and administer the financial and programmatic requirements; and

WHEREAS, Moline will serve in the capacity of Fiscal Agent for the JAG grant, and as such will make application for the joint funding and comply with the subsequent reporting requirements; and

WHEREAS, this agreement is made subject to and enabled by Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

**NOW THEREFORE**, the participating agencies agree as follows:

**Grant Administration.** Moline will complete the application process, based on the agreed upon allocation of funding and the individual projects as identified below for each of the participating agencies.

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A. Upon receipt of the JAG funding, Moline will pay Rock Island the sum of \$29,025.90 for the Police Officer Personnel Project.

B. Upon receipt of the JAG funding, Moline will pay County the sum of \$5,101.30 for the Law Enforcement Courthouse/Justice Center Security Enhancement Project.

C. Upon receipt of the JAG funding, Moline will retain the sum of \$16,885.80 as its portion of the grant for its Less Lethal Weapon Deployment Project.

D. Each participating agency will establish a trust fund account in which its portion of the JAG funding will be deposited.

E. Each participating agency will retain documentation of all expenditures made from the JAG funding during the course of the grant period.

F. Upon request by Moline, Rock Island and County will provide financial and program data from their respective individual JAG funded projects for preparation of the appropriate quarterly and semi-annual reports required under the grant.

G. Moline, as the Fiscal Agent, will prepare and submit the required quarterly financial and semi-annual program reports required under the grant.

**Term:** The term of this agreement shall be for the four-year grant period, or until final close-out of the grant has been approved by the U. S. Department of Justice, whichever occurs first.

**Miscellaneous:** Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may

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arise from the furnishing of services by the other parties.

**CITY OF MOLINE, ILLINOIS**

**CITY OF ROCK ISLAND, ILLINOIS**

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

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

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

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

Approved As To Form:  
  
\_\_\_\_\_  
City Attorney

Approved As To Form:  
  
\_\_\_\_\_  
City Attorney

**COUNTY OF ROCK ISLAND,  
ILLINOIS**

By: \_\_\_\_\_  
County Board Chairman

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

Approved As To Form:  
  
\_\_\_\_\_