



# MOLINE CITY COUNCIL AGENDA

Tuesday, April 19, 2016

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

Invocation – Alderman Liddell

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

COUNCIL MEMBER	PRESENT	ABSENT
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of April 5, 2016 and March Financial Report.

Second Reading Ordinances

**1. Council Bill/General Ordinance 3009-2016**

**An Ordinance amending Chapter 15, “GARBAGE AND TRASH,” of the Moline Code of Ordinances, Section 15-2101, “AUTOMATED TIPPER CARTS,” by repealing subsection (a) in its entirety and enacting in lieu thereof one new subsection (a) dealing with the same subject matter; and Section 15-2201, “PREPARATION AND COLLECTION OF RESIDENTIAL REFUSE,” by repealing subsections (d) and (d)(2) in their entirety and enacting in lieu thereof new subsections (d) and (d)(2) dealing with the same subject matter.**

**Explanation:** The City provides one automated tipper cart at no cost to each Moline residence and to each unit of a residential building consisting of five dwelling units or less. A second and/or additional cart may be requested by the property owner or occupant of the residence and will be provided by the City upon prepayment of \$63.60 per cart. The cost to the City for each cart has recently increased from \$63.60 to \$78.96 per cart, a difference of \$15.36 per cart. In addition, at the March 8, 2016 Committee of the Whole meeting, the Council agreed to offer an optional yard waste cart program to collect yard waste as an alternative to the yard bags currently used. Offering a voluntary yard waste cart program will provide residents with another option for the disposal of yard waste.

**Fiscal Impact:** Recover total costs of additional carts to residents and generate revenue for the Sanitation Fund.

**Public Notice/Recording:** N/A

**2. Council Bill/Special Ordinance 4014-2016**

**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 600 8<sup>th</sup> Street, Moline, known as One Moline Place Phase III/Hawk Hollow to B. M. Bagby, Inc.**

**Explanation:** The City acquired the property at 600 8<sup>th</sup> Street, Moline, known as One Moline Place Phase III/Hawk Hollow, as part of the One Moline Place Development and by way of Community Development Block Grant Funds has completed infrastructure on the property for development. The City issued a Request for Proposals to recruit a developer to complete this Phase of the Development and B. M. Bagby, Inc. (Purchaser)

has agreed to purchase the property from the City for \$108,000 pursuant to the terms of an Agreement for Sale of Real Estate and agrees to construct five (5) multi-unit, two-story townhouse buildings over the next five (5) years. Additional documentation attached.

**Fiscal Impact:** +\$108,000 Account No: 244-0000-392.20-00

**Public Notice/Recording:** N/A

**3. Council Bill/Special Ordinance 4015-2016**

**A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and KAS Company, Inc. for the “Autumn Trails” project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.**

**Explanation:** KAS Company, Inc. seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property consisting of the following properties: (08)9429, 220 12th Avenue; (08)9430, 224 12th Avenue; (08)9431, 230 12th Avenue; (08)9432, 234 12th Avenue; (08)9433, 238 12th Avenue; (08)9434, 244 12th Avenue; (08)9435, 247 12th Avenue; (08)9436, 243 12th Avenue; (08)9437, 239 12th Avenue; (08)9438, 235 12th Avenue; (08)9439, 231 12th Avenue; (08)9446, 280 12th Avenue; (08)9445, (Lot 33); and Outlots A, B and C, inclusive, known as the Autumn Trails. The Project will consist of Developer seeking a clear title to the property, paying all delinquent property taxes, completing the reconstruction, rehab, repair of the two unoccupied units, and completing the development which contains nine additional units. The City wishes to support the redevelopment by granting certain incentives to include TIF. Additional documentation attached.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

**4. Council Bill/Special Ordinance 4016-2016**

**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 Kiwanis Bags Tournament scheduled for Saturday, April 23, 2016.**

**Explanation:** This is an annual event and has been approved by the Special Event Committee.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

**Resolutions**

**5. Council Bill/Resolution 1046-2016**

**A Resolution authorizing the Mayor and City Clerk to execute a Contract with Miller Trucking and Excavating, Inc. for Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, in the amount of \$497,180.25.**

**Explanation:** Bids were opened and publicly read on March 22, 2016, for Project #1248 with the following results:

\$497,180.25	Miller Trucking & Excavating, Inc.
\$538,143.00	Valley Construction Company
\$546,784.90	Walter D. Laud, Inc.
\$559,352.85	Brandt Construction Company
\$654,030.00	Needham Excavating, Inc.
\$663,287.00	McCarthy Improvement Company

Miller Trucking and Excavating, Inc. submitted the lowest responsible and responsive bid. Additional documentation attached.

**Fiscal Impact:** Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	\$300,000.00	\$289,009.25	510-9965-438.08-10
Water	\$110,000.00	\$72,850.00	310-1716-434.08-45
WPC	\$75,000.00	\$76,308.00	320-1840-433.08-30
Storm	\$90,000.00	\$59,013.00	330-1971-433.08-35
	\$575,000.00	\$497,180.25	

**Public Notice/Recording:** N/A

**6. Council Bill/Resolution 1047-2016**

**A Resolution authorizing the Mayor and City Clerk to accept five Permanent Utility and Drainage Easements for Project #1248, 9th Street A, 33rd to 34th Avenue Upgrade, on the following Parcels: Parcel No. 07144-A-2 from Kent L. Pottebaum and Stephanie L. Pottebaum; Parcel No. 07141-10 from Mark A. Raven and Sharon T. Raven; Parcel No. 07141-8 from Kimberly A. Kampner and David J. Marsho; Parcel No. 07141-9 from Jamie L. Smith and Laura A. Smith; and Parcel No. 07141-11 from Vernon Mattson.**

**Explanation:** City of Moline Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, includes the installation of PCC pavement, replacement of water main, replacement of sanitary sewer, and the installation of storm sewer. Permanent Utility and Drainage Easements for Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, are necessary to allow work to take place on privately-owned property and to allow the City of Moline to maintain these improvements in the future. Additional documentation attached.

**Fiscal Impact:** Rock Island County Recording Costs

**Public Notice/Recording:** Engineering Department will record

**7. Council Bill/Resolution 1048-2016**

**A Resolution authorizing the Mayor and City Clerk to accept a Deed of Dedication for Right-of-Way at 3302 9<sup>th</sup> Street A from Kimberly A. Coopman and Rick A. Coopman, on Tax Parcel No. 07145-7.**

**Explanation:** A Deed of Dedication provides necessary right-of-way for Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade. Additional documentation attached

**Fiscal Impact:** Rock Island County Recording Costs

**Public Notice/Recording:** Engineering Department will record

**8. Council Bill/Resolution 1049-2016**

**A Resolution authorizing the Mayor and City Clerk to accept a Deed of Dedication for Right-of-Way at 3305 9<sup>th</sup> Street A from William K. Unger and Mary E. Unger, on Tax Parcel No. 07145-5.**

**Explanation:** A Deed of Dedication provides necessary right-of-way for Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade. Additional documentation attached

**Fiscal Impact:** Rock Island County Recording Costs

**Public Notice/Recording:** Engineering Department will record

**9. Council Bill/Resolution 1050-2016**

**A Resolution authorizing the Mayor and City Clerk to execute a Release and Indemnification Agreement between the City of Moline and Rick A Coopman and Kimberly A. Coopman, husband and wife, owners of 3302 9<sup>th</sup> Street A, Moline, Illinois, Tax Parcel No. 07-145-7.**

**Explanation:** Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, will include improving the right of way and upgrading the pavement in the 3300 block of 9<sup>th</sup> Street A. The property at 3302 9<sup>th</sup> Street A has drainage issues and currently discharges through a pipe that extends from a retaining wall that runs along 9<sup>th</sup> Street A. As part of the project, the City will be removing the Owner's retaining wall along 9<sup>th</sup> Street A. In order to properly drain storm water off of the property, the City will allow the Owner to connect the drain from their property into the City's system. Moline is willing to allow Owner to connect to Moline's system as long as the Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection and holds Moline harmless from any damage that may result from said connection as set forth in the Release and Indemnification Agreement. Additional documentation attached.

**Fiscal Impact:** Rock Island County Recording Costs  
**Public Notice/Recording:** Engineering Department will record

#### **10. Council Bill/Resolution 1051-2016**

**A Resolution authorizing the Mayor and City Clerk to execute a Release and Indemnification Agreement between the City of Moline and H. James Stout and Clarine A. Stout, husband and wife, owners of 3309 9<sup>th</sup> Street A, Moline, Illinois, Tax Parcel No. 07-145-6.**

**Explanation:** Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, will include improving the right of way and upgrading the pavement in the 3300 block of 9<sup>th</sup> Street A. The property at 3309 9<sup>th</sup> Street A has drainage issues and currently discharges through a pipe that extends from a retaining wall that runs along 9<sup>th</sup> Street A. As part of the project, the City will be removing the Owner's retaining wall along 9<sup>th</sup> Street A. In order to properly drain storm water off of the property, the City will allow the Owner to connect the drain from their property into the City's system. Moline is willing to allow Owner to connect to Moline's system as long as the Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection and holds Moline harmless from any damage that may result from said connection as set forth in the Release and Indemnification Agreement. Additional documentation attached.

**Fiscal Impact:** Rock Island County Recording Costs  
**Public Notice/Recording:** Engineering Department will record

#### **11. Council Bill/Resolution 1052-2016**

**A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Quad Cities Classic scheduled for Sunday, May 10, 2015.**

**Explanation:** This is an annual event sponsored by Cornbelt Running Club. Fourth and Fifth Avenues are state routes. Therefore, local approval of usage is necessary before permission can be sought from the Illinois Department of Transportation.

**Fiscal Impact:** NA  
**Public Notice/Recording:** NA

#### **12. Council Bill/Resolution 1053-2016**

**A Resolution authorizing the ceding of Home Rule Volume Cap Authority.**

**Explanation:** In that encouraging economic development meets the City's goals as well as promotes a strong local economy, it is recommended that the City allocates to the Quad Cities Regional Economic Development Authority its home rule volume cap allocation for the calendar year 2016 in the amount of \$4,268,500 to be used to support projects that will provide job opportunities and new investments. Additional documentation attached.

**Fiscal Impact:** Increased property values  
**Public Notice/Recording:** Finance Department to file with Governor's Office.

#### **13. Council Bill/Resolution 1054-2016**

**A Resolution authorizing the Fleet Manager to execute a Business Vehicle Lease with Courtesy Car City in Moline, Illinois, for covert police vehicles.**

**Explanation:** Fleet Services provides covert vehicles to the Police Department for undercover operations. Once these vehicles have been identified, or "burned," it becomes necessary to reassign them somewhere else in the fleet to maintain anonymity and officer safety. As the type of criminal has evolved, so must the methods utilized to remain undetected when undercover. It is imperative that these covert vehicles blend in and we have found more success using newer model vehicles that do not resemble law enforcement. City staff has been working on the concept of leasing vehicles for covert operations for several years. After extensive discussions with Courtesy Car City, staff has come to terms on a program that will satisfy the needs of the City under a lease plan for used vehicles. This plan will give the City the ability to exchange units every six months and to exchange a "burned" unit early, if needed. The plan covers the specialized needs of covert operations at a lower cost to the City than the historical cost of purchasing used units. The price that has been negotiated will save the City no less than \$1,120 per year, per unit at the most conservative point in comparison with historical costs. Using the average costs for the most recent three years, the City could save approximately \$1,700 per vehicle.

The provisional plan is to start with two units initially, with the option to expand this agreement to include up to four vehicles at a renewal period in the future. Additional documentation is attached.

**Fiscal Impact:** Funds are budgeted in account #448-0867-437.07-03

**Public Notice/Recording:** N/A

**14. Council Bill/Resolution 1055-2016**

**A Resolution authorizing the purchase of a hybrid aerial lift truck from Altec Industries, Inc. in Elizabethtown, Kentucky, for the amount of \$160,012.**

**Explanation:** Fleet Services budgeted in 2016 to replace the Traffic Operations aerial device. This unit is used to maintain all traffic signals in Moline, as well as all City maintained street lights. Through life cycle costing, along with maintenance and repair analysis, it is determined that the current unit is no longer meeting the standards for front line equipment reliability. The life to date maintenance and repair costs have now exceeded industry acceptable amounts. The recommended replacement vehicle will feature a compressed natural gas (CNG) drive train, along with a hybrid power solution for the aerial device. The combination of these two enhancements is expected to lower the operating cost of this unit by nearly \$.03 per mile over its service life. The key operational savings will be seen in fuel consumption and drive train maintenance. The hybrid hydraulic system has a 50-minute duty cycle which will essentially eliminate idle time at job sites. This apparatus is available for joint purchase on the National Joint Purchasing Agency (NJPA) contract #031014-ALT from Altec Industries, Inc. in Elizabethtown, Kentucky for the amount of \$160,012. As typically done in the past, Fleet staff has received a trade in value for this unit. Currently, this unit has a wholesale, or trade in, value of approximately \$15,000. The current retail sales of similar units are in a range between \$20,000 and \$22,000. When the new unit arrives, Fleet Staff will again evaluate existing units and dispose of a utility vehicle in the manner most advantageous to the City, returning the proceeds to the Vehicle Replacement Fund. Additional documentation is attached.

**Fiscal Impact:** \$143,245 budgeted in account #448-0867-437.07-03, remainder is available in the Vehicle Replacement Fund.

**Public Notice/Recording:** N/A

**15. Council Bill/Resolution 1056-2016**

**A Resolution authorizing the Mayor and City Clerk to execute an Agreement between the City of Moline and Stanley Consultants for preparation of a \$5 million TIGER Grant for the reconstruction of 7<sup>th</sup> Avenue from 12<sup>th</sup> Street to 23<sup>rd</sup> Street, Moline, at a cost not to exceed \$15,800.**

**Explanation:** The City of Moline has been invited to apply for the \$5 million TIGER Grant by the U.S. Department of Transportation which would allow for the reconstruction of 7<sup>th</sup> Avenue from 12<sup>th</sup> Street to 23<sup>rd</sup> Street, Moline. Stanley Consultants is a qualified firm to write and submit the TIGER Grant for \$15,800 by the April 29, 2016 deadline.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

OMNIBUS VOTE		
Council Member	Aye	Nay
Liddell		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Mayor Raes		

**16. Council Bill/Resolution 1057-2016**

**A Resolution supporting a grant application to the U.S. Department of Housing & Urban Development (HUD) for FY 2016-2019 Lead-Based Paint Hazard Control Grant Program; and authorizing staff to do all things necessary to submit said grant application on behalf of the City of Moline and to work cooperatively with the Cities and other governmental jurisdictions and entities operating within Rock Island County, Illinois that are able to support said application; the Rock Island County Health Department; Project NOW; and Rock Island Economic Growth Corporation in accordance with the HUD application guidelines and requirements.**

**Explanation:** The U.S. Department of Housing and Urban Development is making competitive grant funds available to communities for the abatement of lead-based paint hazards as part of their FY 2016-2019 grant programs. The City of Moline currently has a Lead-based Paint Hazard Control Grant that will expire this summer. Staff would like to reapply for a grant for the remainder of 2016 up through 2019.

**Fiscal Impact:** +\$2,300,050 if awarded  
**Public Notice/Recording:** None

### **Omnibus Vote**

### **Non - Consent Agenda**

#### **First Reading Ordinances**

##### **17. Council Bill/General Ordinance 3010-2016**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by removing one on-street stall at 149 6<sup>th</sup> Avenue.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A

##### **18. Council Bill/General Ordinance 3011-2016**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 26th Avenue A, on the south side, from 12<sup>th</sup> Street to 13<sup>th</sup> Street.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A

##### **19. Council Bill/General Ordinance 3012-2016**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 18th Street B, on the west side, from 25<sup>th</sup> Avenue north 40 feet.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A

##### **20. Council Bill/Special Ordinance 4018-2016**

A Special Ordinance declaring the property at 833 15<sup>th</sup> Street A, Moline, as surplus; and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 833 15<sup>th</sup> Street A, Moline, to Kwizera Samson and Bukuru Pascazia.

**Explanation:** The property at 833 15<sup>th</sup> Street A, Moline, was acquired by the City due to Code compliance issues. The City demolished a dilapidated house on the property. Because options for development are limited on this property, City staff approached adjacent property owners, Kwizera Samson and Bukuru Pascazia, to see if they would be interested in adding the lot to their property. They have agreed to purchase the property for \$1500 pursuant to the terms of the attached Agreement for Sale of Real Estate. Additional documentation attached.

**Fiscal Impact:** Reduced maintenance costs for the City, return to tax rolls for future revenue  
**Public Notice/Recording:** Deed and associated documents to be recorded at closing

##### **21. Council Bill/Special Ordinance 4019-2016**

A Special Ordinance declaring the property located at 3317 48<sup>th</sup> Avenue, Moline, as surplus; and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 3317 48<sup>th</sup> Avenue, Moline, to Carl William Wildermuth.

**Explanation:** The property at 3317 48<sup>th</sup> Avenue, Moline, was acquired by the City due to Code compliance issues. The City demolished a dilapidated house on the property. While the property is zoned residential, it is located in a floodplain and directly across the street from industrial zoning. City staff approached adjacent

property owner, Carl William Wildermuth, to see if he would be interested in adding the lot to his property. The Purchaser has agreed to purchase the property for \$2,000 pursuant to the terms of the attached Agreement for Sale of Real Estate. Additional documentation attached.

**Fiscal Impact:** Reduced maintenance costs for the City, return to tax rolls for future revenue

**Public Notice/Recording:** Deed and associated documents to be recorded at closing

## **22. Council Bill/Special Ordinance 4020-2016**

### **Miscellaneous Business (if necessary)**

#### **Public Comment**

Members of the Public are permitted to speak after coming to the podium and stating their name.

### **Executive Session (if necessary)**

AN ORDINANCE

AMENDING Chapter 15, "GARBAGE AND TRASH," of the Moline Code of Ordinances, Section 15-2101, "AUTOMATED TIPPER CARTS," by repealing subsection (a) in its entirety and enacting in lieu thereof one new subsection (a) dealing with the same subject matter; and Section 15-2201, "PREPARATION AND COLLECTION OF RESIDENTIAL REFUSE," by repealing subsections (d) and (d)(2) in their entirety and enacting in lieu thereof new subsections (d) and (d)(2) dealing with the same subject matter.

WHEREAS, the City provides one automated tipper cart at no cost to each Moline residence and to each unit of a residential building consisting of five dwelling units or less, and a second and/or additional cart may be requested by the property owner or occupant of the residence and will be provided by the City upon prepayment of \$63.60 fee per cart; and

WHEREAS, the cost to the City for each cart has recently increased from \$63.60 to \$78.96 per cart, a difference of \$15.36 per cart; and

WHEREAS, to avoid a revenue loss due to the increase, the City wishes to amend its ordinance to reflect the increased cost; and

WHEREAS, the City Council also wishes to offer an optional yard waste cart program to collect yard waste as an alternative to the yard waste bags currently used; and

WHEREAS, offering a voluntary yard waste cart program will provide residents with another option for the disposal of their yard waste.

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

**Section 1** – That Chapter 15, "GARBAGE AND TRASH," of the Moline Code of Ordinances, Section 15-2101, "AUTOMATED TIPPER CARTS," is hereby amended by repealing subsection (a) in its entirety and enacting in lieu thereof one new subsection (a) dealing with the same subject matter, which shall read as follows:

**"SEC. 15-2101. AUTOMATED TIPPER CARTS.**

(a) The City will provide, at no charge, one (1) ninety-six (96) gallon automated tipper cart to each residence and one (1) ninety-six (96) gallon automated tipper cart per unit to each residential building of five (5) dwelling units or less. The property owner or occupant of the residence, or the owner of a residential building of five (5) dwelling units or less, may request a forty-eight (48) gallon cart in lieu of the ninety-six (96) gallon cart by completing a waiver for same at the City's accounts and finance department or public works department. A second and/or additional cart may be requested and will be provided by the City upon payment to the City of a prepaid fee of seventy-eight dollars and 96/100 (\$78.96); an annual administrative fee of fifty dollars (\$50.00) will be charged to cover the extra volume of any additional cart and will be added to the property owner's or occupant's City utility bill. In special circumstances, two (2) forty-eight (48) gallon carts may be substituted for a single ninety-six (96) gallon cart upon request and when the director of public works or said director's designee, in said director's or designee's sole discretion, determines that it is in the best interest of the City to do so."

**Section 2** – That Chapter 15, “GARBAGE AND TRASH,” of the Moline Code of Ordinances, Section 15-2201, “PREPARATION AND COLLECTION OF RESIDENTIAL REFUSE,” is hereby amended by repealing subsections (d) and (d)(2) in their entirety and enacting in lieu thereof new subsections (d) and (d)(2) dealing with the same subject matter, which shall read as follows:

**“SEC. 15-2201. PREPARATION AND COLLECTION OF RESIDENTIAL REFUSE.**

\* \* \* \* \*

(d) **Yard Waste.** Yard waste shall be collected separately from household garbage per state law and it shall be a violation for any person to intentionally place or comeingle, at any time, yard waste of any kind with any other household refuse or recyclable materials prepared for collection.

\* \* \* \* \*

(2) With the exception of leaf vacuuming collection as provided in Section 15-2200(d)(1) and excluding brush, yard waste shall be containerized for collection in biodegradable paper trash bags of thirty (30) gallons or less in capacity or an optional ninety-six (96) gallon City yard waste cart. Plastic bags are not allowed for such use and will not be collected by the City. An optional yard waste cart may be requested and will be provided by the City upon payment to the City of a prepaid fee of seventy-eight dollars and 96/100 (\$78.96); an annual administrative fee of one hundred dollars (\$100.00) will be charged to cover disposal of contents and will be added to the property owner’s or occupant’s City utility bill. The biodegradable paper trash bags and/or yard waste cart shall be placed at the curbside for collection or at the location designated by the director of public works or said director’s designee to be the most suitable for collection. A sticker imprinted with either “Approved by the City of Moline” or the City of Moline logo shall be affixed to each biodegradable paper trash bag in the manner provided on the sticker. The sticker may be purchased for two dollars (\$2.00) from either the City of Moline accounts and finance department or from a retail store that offers the stickers for sale. It shall be a violation of this section for retail stores or others to sell said designed stickers unless they are purchased from the City of Moline, Illinois.”

\* \* \* \* \*

**Section 3** – 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 4** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

City Clerk

Approved as to Form:

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

Council Bill/Special Ordinance No. 4014-2016

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 600 8<sup>th</sup> Street, Moline, known as One Moline Place Phase III/Hawk Hollow to B. M. Bagby, Inc.

\_\_\_\_\_

WHEREAS, the City acquired the property at 600 8<sup>th</sup> Street, Moline, known as One Moline Place Phase III/Hawk Hollow, as part of the One Moline Place Development; and

WHEREAS, the Citizens Advisory Council on Urban Policy (CACUP) recommended the use of Community Development Block Grant (CDBG) Funds to be used to assist with the completion of the infrastructure for the development, which City Council approved; and

WHEREAS, the City issued a Request for Proposals (RFP) to recruit a developer to complete this Phase of the Development, and

WHEREAS, B. M. Bagby, Inc. (Purchaser) has agreed to purchase the property from the City for \$108,000 pursuant to the terms of an Agreement for Sale of Real Estate; and

WHEREAS, Purchaser agrees to construct five (5) multi-unit, two-story townhouse buildings over the next five (5) years; and

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

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate and do all things necessary to convey City-owned property at 600 8<sup>th</sup> Street, Moline, known as One Moline Place Phase III/Hawk Hollow to B. M. Bagby, Inc.; provided, however, that said agreement is in substantially 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 a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

**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

**CHURCHILL & CHURCHILL, P.C.**  
Attorneys at Law  
1610 Fifth Avenue Moline, Illinois

**AGREEMENT FOR SALE AND DEVELOPMENT OF REAL ESTATE**

THIS IS A LEGAL AND BINDING PURCHASE CONTRACT  
WHEN EXECUTED BY ALL PARTIES

B. M. Bagby, Inc.  
Purchaser

City of Moline  
Seller

Address: 4113 4<sup>th</sup> Street  
East Moline, IL

Address: 619 16<sup>th</sup> Street  
Moline, IL

THIS AGREEMENT IS DATED:

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate commonly known as:

600 block of 8<sup>th</sup> Street, Moline, IL

and legally described as:

Lot 1 Hawk Hollow Addition, approximately 2.299 acres (mol), in the City of Moline, part of tax parcel no. Moline 9348

situated in the County of Rock Island and State of Illinois (the "Property"); for the total sum of **One hundred eight thousand and no/100 Dollars (\$108,000.00)**, plus a right of reverter requiring Purchaser to construct improvements as set forth in the Improvements section below, to be paid as follows:

<u>\$ 1,000.00</u>	<b>EARNEST MONEY</b> , which shall be held and receipt of which is hereby acknowledged by Churchill & Churchill, P.C., attorneys for Purchaser in escrow for the benefit of the parties hereto.
<u>\$ 7,000.00</u>	<b>ADDITIONAL CASH DOWN PAYMENT</b> , which shall be paid at the time of closing.
<u>\$ 100,000.00</u>	<b>BALANCE</b> , to be financed by Seller according to

the terms and conditions contained in the Seller Financing Rider which is attached hereto and made a part hereof.

**The deadline to complete construction is December 31, 2021.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties.

EVIDENCE OF  
TITLE

Within a reasonable time, Seller shall deliver the following to Purchaser as evidence of Seller's title: a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the premises are located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Purchaser for the amount of the purchase price. If title evidence discloses exceptions other than those permitted under the rules for examination for abstracts of title adopted by the Rock Island County Bar Association, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Purchaser shall have the option to terminate this agreement in which case Purchaser shall be entitled to refund of the earnest money. Furnishing a title insurance commitment insuring over an exception shall constitute a cure of such exception.

CONVEYANCE  
OF TITLE AND  
DOCUMENTS OF  
SALE

At closing Seller shall deliver a warranty deed to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens. All parties agree to comply with the provisions of the Real Estate Settlement Procedures Act of 1974 (RESPA).

POSSESSION  
AND CLOSING

POSSESSION ON CLOSING:

Seller shall deliver possession of the premises to Purchaser concurrently with the closing of this transaction which shall be held on or about April 30, 2016. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until April 27, 2016, to allow Seller's City Council to consider and approve this Agreement at its April 26, 2016 City Council meeting.

If Seller shall fail for any reason whatsoever to vacate said premises on closing, the Purchaser shall in addition to all other remedies have the right to commence any legal action or proceeding to evict and remove the Seller from the premises with Seller hereby agreeing to reimburse Purchaser for all reasonable attorney fees and expenses incurred by the Purchaser in the enforcement of his rights under this agreement.

PRORATIONS  
AND ADJUST-  
MENTS

The following items shall be prorated at closing as of the date of delivery of possession:

Prorations:

(a) Real estate taxes, based on the most recent tax information available, which, in the absence of fraud, shall be final;

(b) Other income and operation expenses, if any.

Adjustments:

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

ASSESSMENTS

Special assessments for improvements, which have been confirmed prior to the date of closing, shall be paid by Seller. Seller acknowledges that prior to the execution of this agreement Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the property to be sold herein. There will be no tap on fees for municipal services to the property charged to the Purchaser.

DEFAULT

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

CASUALTY  
CLAUSE

This agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate insurance, on the above premises until title has passed to Purchaser or possession is delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage upon taking title to or possession of the above premises, whichever occurs first.

EXPENSES  
OF TRANSFER

Seller shall pay:  
(a) Cost of Seller's owner's title policy;  
(b) Revenue stamps and recording of any releases;  
Purchaser shall pay:  
(a) Recording fee for deed and mortgage;  
(b) Cost of Purchaser's mortgage title insurance policy as required by mortgagee, if any.  
Each party shall be responsible for his own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Purchaser's financing, and such charges shall be paid by Purchaser.

DEVELOPMENTAL IMPROVEMENTS All developmental improvements, i.e. storm sewer, water, sanitary sewer, streets, lighting, sidewalks, retaining wall on the north and west property lines, and detention basin shall be installed and paid for by the Seller at no charge or expense to the Purchaser. All public improvements in the right of way, including, but not limited to, the lighting, streets, and utilities, except for stormwater features including bioswale and pipe, shall be maintained by the City. Sidewalks, while public improvements, are to be maintained by the adjacent private property owner pursuant to the Moline Code of Ordinances. The detention basin, retaining walls and all other improvements on private property shall be owned and maintained by the Purchaser

IMPROVEMENTS Purchaser will construct five (5) multi-unit two story townhouse buildings over the next five (5) years as reflected in the drawings attached hereto as Exhibit "A," which have been approved for construction by the City of Moline. Seller agrees to not withhold the issuance of permits for this construction as and when requested by Purchaser as long as Purchaser has met all requirements for obtaining permits. See attached Seller Financing Rider for further details.

The overall development of the Property will consist of the construction of city utilities, a city road and sidewalk, grading, construction of five (5) multi-unit two story townhouse buildings, and landscaping, resulting in land disturbance greater than one acre. As such, a National Pollutant Discharge Elimination System (NPDES) Permit from the Illinois Environmental Protection Agency (IEPA) is required prior to land disturbance and will remain in effect until final stabilization of the entire site unless a notice of termination is accepted by the IEPA prior to completion of the entire project.

Seller has performed the initial stage of development, which included utility work, grading, right of way improvements, and storm water best management practices (BMPs). Upon conveyance of the Property to Purchaser, Purchaser shall be responsible for construction of the structures, driveways, finishing grading, and final landscaping. Since this development includes work by Seller and Purchaser, Seller will be designated as the responsible party on the Notice of Intent submitted to the (IEPA), and subsequently will be named as responsible party on the NPDES Permit obtained by the IEPA as long as the permit is in effect.

For one year following conveyance of the Property to Purchaser, Purchaser will be responsible for all erosion and sediment control measures associated with construction of the first building in the residential phase, will sign and adhere to the SWPPP as a subcontractor, and will be responsible for following the stormwater pollution protection plan (SWPPP) and protecting all BMPs installed by the Seller in that area as depicted in Exhibit "B," attached hereto and incorporated herein by reference, which consists of the footprint of the building foundation and a fifty foot (50') radius around the footprint. Purchaser shall remedy any failures of erosion and sediment control in the area depicted on Exhibit B within seven (7) days of an occurrence or prior to the next rain event and shall be responsible to the Seller for any fines resulting from failing to comply with such SWPPP requirements or failure to remedy any such failures of erosion and sediment controls in the area.

For one year following conveyance of the Property to Purchaser, Seller will be responsible for all erosion and sediment control measures associated with the remainder of the Property and shall remedy any failures thereof and shall be responsible for any fines resulting from failing to comply with such SWPPP requirements or failure to remedy any such failures of erosion and sediment controls in the area.

The Purchaser will also be responsible for all subcontractors hired during the residential construction phase of the project. BMPs harmed during the construction of the residential structures, finish grading, driveway construction, and final landscaping will be repaired at the Purchaser's expense and to the construction standards specified in the plans. Purchaser agrees to comply with all IEPA requirements as well as the City of Moline Ordinances that apply to the project. Failure to comply with City ordinances may result in prosecution of said ordinance violations.

Within one year of conveyance of the Property, Seller shall televise the stormwater lines and, at that time, provide written confirmation to Purchaser detailing the inspection that occurred, the results of the inspection and any remedial action taken and confirming in writing that the inspected storm water lines are in satisfactory condition. If any problems are noticed by Seller, Seller will correct any problems that are under warranty by the Seller's contractor.

Upon completion of the first building in the project and upon 70% density stabilization of the site, Seller shall in good faith apply for a notice of termination of the NPDES permit with the IEPA. Seller makes no assurances or representations that such notice will be accepted by the IEPA. If the notice of termination is accepted, then the requirements hereunder pertaining to the NPDES permit shall cease. If the notice of termination is not accepted, Purchaser shall accept all further responsibility and liability for all erosion and sediment control measures, for adherence to the SWPPP as a subcontractor, and for following the stormwater pollution protection plan (SWPPP) and protecting all BMPs installed by the Purchaser and the Seller.

SPECIAL  
RESTRICTIONS  
AND COVENANTS

Purchaser further acknowledges and agrees that Purchaser's failure to make the payments as set forth in the attached Seller Financing Rider and

improve the Property as reflected in the attached drawings and in accordance with the NPDES Permit for the Property will result in reverter of any portion of the Property where construction has not begun, not including the detention basin, by the deadline of December 31, 2021, without further action by or notice from the Seller, and Purchaser will voluntarily relinquish all interests in any of the Property where construction has not begun, not including the detention basin, to the Seller. Any payments for the sale contemplated herein already made at such time of reverter shall be retained by the Seller as consideration for this agreement. Such reverter may necessitate a subdivision of the Property to separate out completed or partially constructed units from the remaining vacant lots, which cost shall be borne by the Purchaser. In the event any of the Property reverts to Seller, Purchaser's obligations, responsibilities and liabilities for erosion and sediment control measures are terminated and revert back to Seller.

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

TIF                        Any funds derived from any Tax Increment Financing District involving the subject real estate shall be paid to the Seller. Purchaser will receive no net incremental annual real state tax pursuant to this agreement of any TIF payments applicable to the subject real estate.

ESCROW                    This agreement will be closed through an escrow with the Purchaser's attorney, mortgage lender or agent acting as escrow agent, in accordance with the general custom of the community and in conformity with this agreement. The funds held in escrow shall be paid out upon recording of the instrument.

ELECTRONIC TRANSMISSION        Any agreement transmitted electronically shall be treated in all manner and respects as an original

document. The signature of any party shall be considered an original signature and any such electronic document shall be considered to have the same binding legal effect as an original document.

ENTIRE AGREEMENT

This agreement, including the following indicated preprinted riders:

SELLER FINANCING RIDER,

executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached hereto and made a part hereof and this agreement shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

LEGAL ASSISTANCE

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

ACCEPTANCE BY SELLER

Until accepted by Seller this document constitutes an offer by Purchaser on the terms stated above. This agreement must be accepted by Seller on or before April 27, 2016 at 5:00 p.m. If not so accepted the offer shall be void and earnest money returned to Purchaser.

SURVIVAL

The terms and provisions of this agreement shall survive closing.

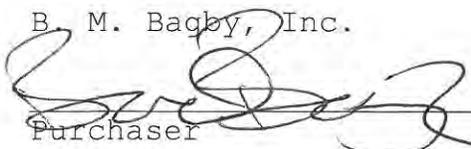
This agreement has been read and executed on the dates beside our signatures.

Executed by Purchaser:

Executed by Seller:

B. M. Bagby, Inc.

City of Moline

  
Purchaser \_\_\_\_\_ Date 3/21/16

\_\_\_\_\_  
Seller \_\_\_\_\_ Date

SELLER FINANCING RIDER

This Rider is a supplement to and part of the Agreement for Sale of Real Estate dated \_\_\_\_\_, between the Seller, City of Moline and the Purchaser, B. M. Bagby, Inc., to which it is attached.

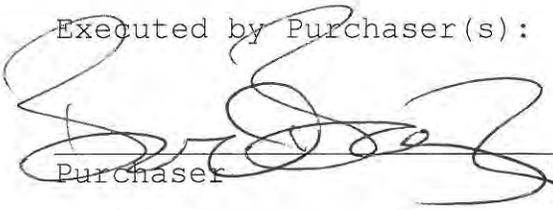
NOTE

The remaining funds due in the amount of \$100,000.00 shall be paid in the following manner:

Seller agrees to execute a note payable to the Seller, providing for payment of the sum of Twenty thousand and no/100 Dollars (\$20,000.00) each time a permit is pulled for the construction of one of the five required units to be built within the next five years, with all payments to be made, if not sooner paid, four years from the closing of this transaction. No interest is to be charged on the remaining funds due. Any construction financing obtained by Purchaser during the term of this note will be a first lien on the property and any interest of Seller by reason of this note will be subordinate to any such financing obligation.

Executed by Purchaser(s):

Executed by Seller(s):

  
Purchaser \_\_\_\_\_ Date 3/21/16

Seller \_\_\_\_\_ Date

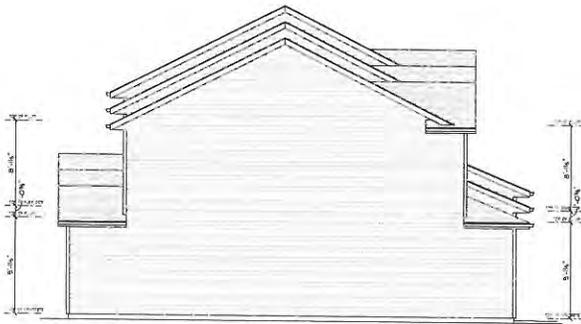
\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Seller Date

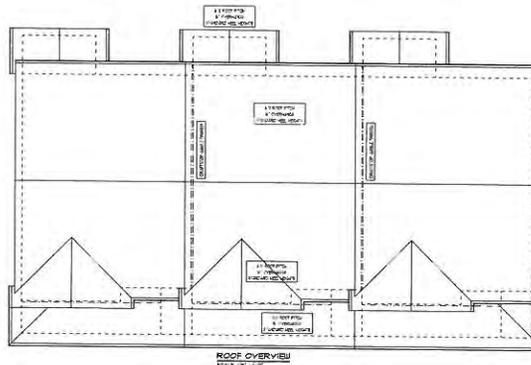
# EXHIBIT A



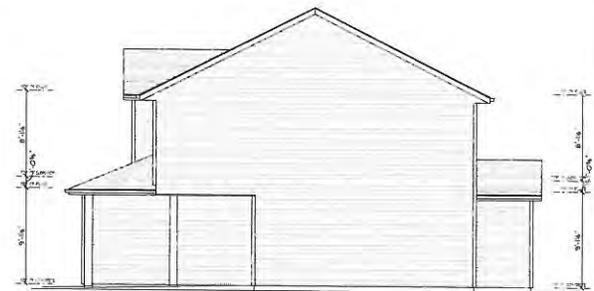
**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



**LEFT ELEVATION**  
SCALE: 3/8" = 1'-0"



**ROOF OVERVIEW**  
SCALE: 1" = 1'-0"



**RIGHT ELEVATION**  
SCALE: 3/8" = 1'-0"



**REAR ELEVATION**  
SCALE: 3/8" = 1'-0"

THESE PLANS HAVE BEEN PREPARED AS A DRAFTING PREPARATION OF THESE PLANS TO PROVIDE ACCURATE DIMENSIONS AND CONFORMITY TO UNIFORM BUILDING CODES. IT SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND GRADING DETAILS WITH THE LOCAL OFFICIALS. THEREFORE, RELIANCE ON ANY LIABILITY WITH THE MAKER OF THESE PLANS.

**BIRDSEYE DESIGN**  
ARCHITECTURE  
1111 W. WASHINGTON ST.  
MOLINE, IL 61704

3-PLEX UNITS AT  
HAWK HOLLOW SUBDIVISION  
MOLINE, IL

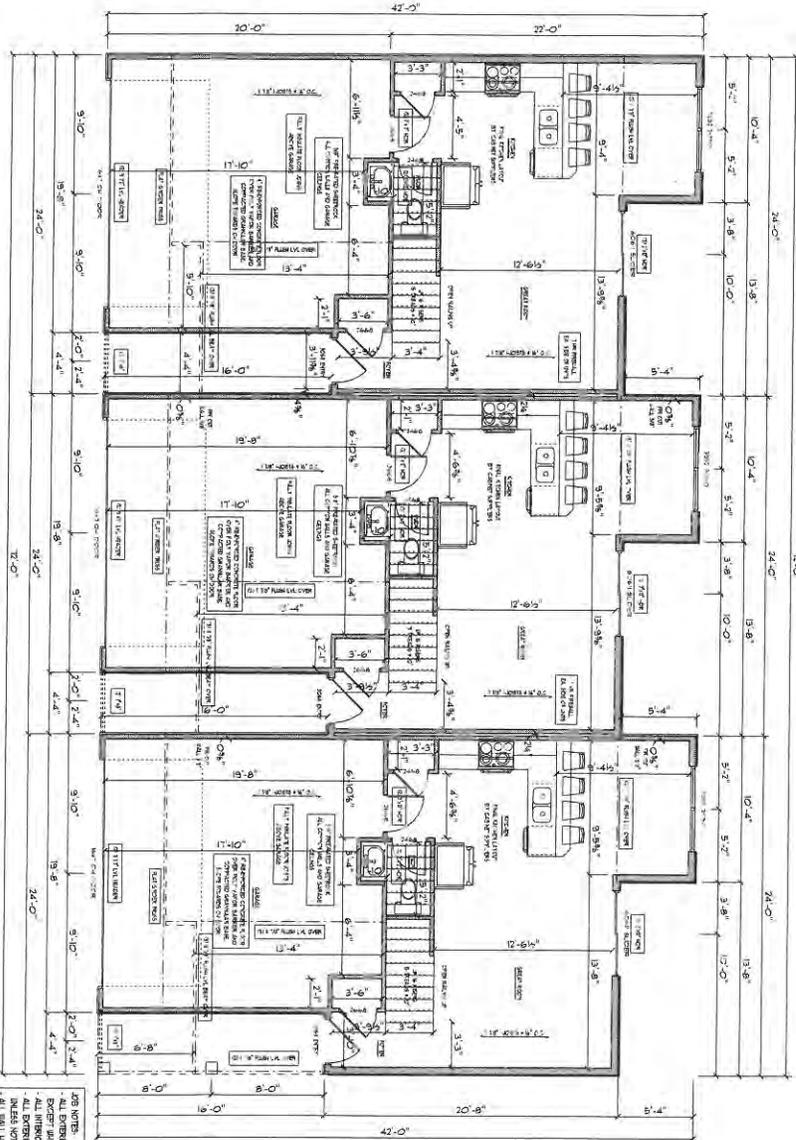
**BAGBY CONSTRUCTION**  
BRAD BAGBY (309)314-4142

**DRAWN BY:**  
DAVE LUDIN

**REVISIONS:**  
1-15 PRELIM  
2-28-15 REVISION  
3-25-15 REVISION  
5-18-15 FINALS

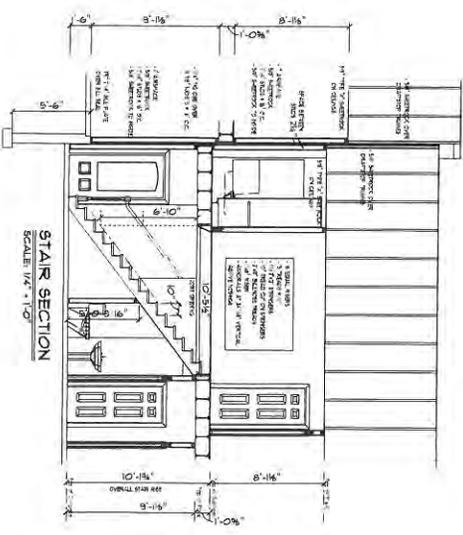


**DRAWING:**  
1 OF 4

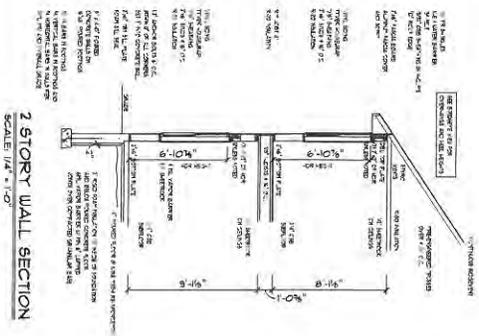


**FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"  
 1/8" DIA. CIRCLES  
 1/8" DIA. SQUARES  
 1/8" DIA. TRIANGLES  
 TOTAL FINISHED 2000 SF EA UNIT

**JOB NOTES:**  
 - ALL INTERIOR WALLS VENEER 8' 1/2" STD. 1/2" OSB SHEET  
 ROCKET UNDER NOTED  
 - ALL INTERIOR WALLS FINISHES 5' 1/2"  
 - ALL EXTERIOR WALLS FINISHES 8' 1/2" STD. 1/2" OSB SHEET  
 BUILT UP ON DIMENSION  
 - ALL INTERIOR WALLS FINISHES 5' 1/2"  
 - ALL EXTERIOR WALLS FINISHES 8' 1/2" STD. 1/2" OSB SHEET  
 BUILT UP ON DIMENSION  
 - ALL EXTERIOR WALLS ARE 8' 1/2" STD. 1/2" OSB SHEET  
 BUILT UP ON DIMENSION  
 - ALL EXTERIOR WALLS ARE 8' 1/2" STD. 1/2" OSB SHEET  
 BUILT UP ON DIMENSION  
 - ALL EXTERIOR WALLS ARE 8' 1/2" STD. 1/2" OSB SHEET  
 BUILT UP ON DIMENSION



**STAIR SECTION**  
 SCALE: 1/4" = 1'-0"



**2 STORY WALL SECTION**  
 SCALE: 1/4" = 1'-0"



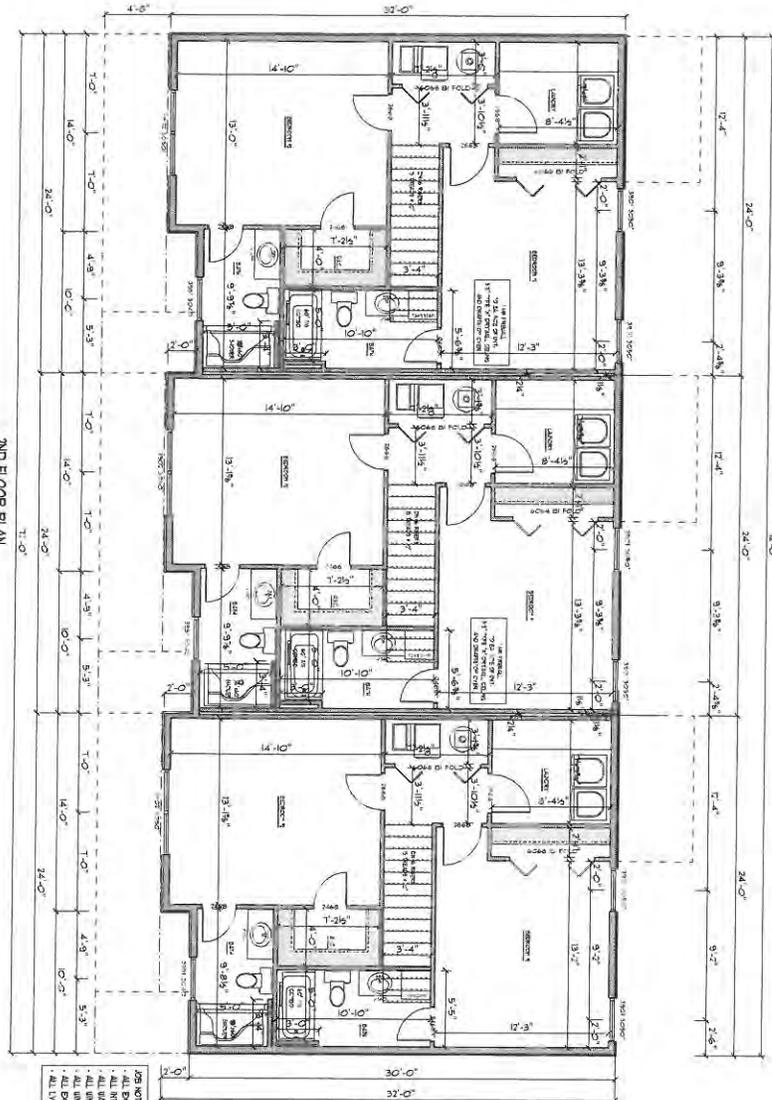
**DRAWING:**  
 2 OF 4

**BAGBY CONSTRUCTION**  
 BRAD BAGBY (309)314-4142

3-PLEX UNITS AT  
 HAWK HOLLOW SUBDIVISION  
 MOLINE, IL

**BIRDSEYE Design**  
 RESIDENTIAL DRAWING  
 244 S. 11th St.  
 Moline, IL 61201  
 303.337.0000  
 www.birdseyedesign.com

THESE PLANS HAVE BEEN PREPARED AS A DRAFTING SERVICE ONLY. EVERY ATTEMPT HAS BEEN MADE IN PREPARATION OF THESE PLANS TO PROVIDE ACCURATE DIMENSIONS AND CONFORMITY TO UNIFORM BUILDING CODES. ALTHOUGH I CANNOT GUARANTEE AGAINST HUMAN ERROR, IT SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND DRAWING DETAILS WITH ALL SUBCONTRACTORS AND OWNERS, THEREFORE RELINQUISHING ANY LIABILITY WITH THE MAKER OF THESE PLANS.



**2ND FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"  
 2ND FLOOR PLAN TO 555 BA UNIT

**2ND FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"  
 2ND FLOOR PLAN TO 555 BA UNIT

- 2ND FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"  
 2ND FLOOR PLAN TO 555 BA UNIT
- ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - ALL WALL THICKNESS ARE 4" UNLESS NOTED OTHERWISE.
  - ALL WINDOW HEADS ARE 4'-0" UNLESS NOTED OTHERWISE.
  - ALL WINDOW SILL HEADS ARE 4'-0" UNLESS NOTED OTHERWISE.
  - ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  - ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

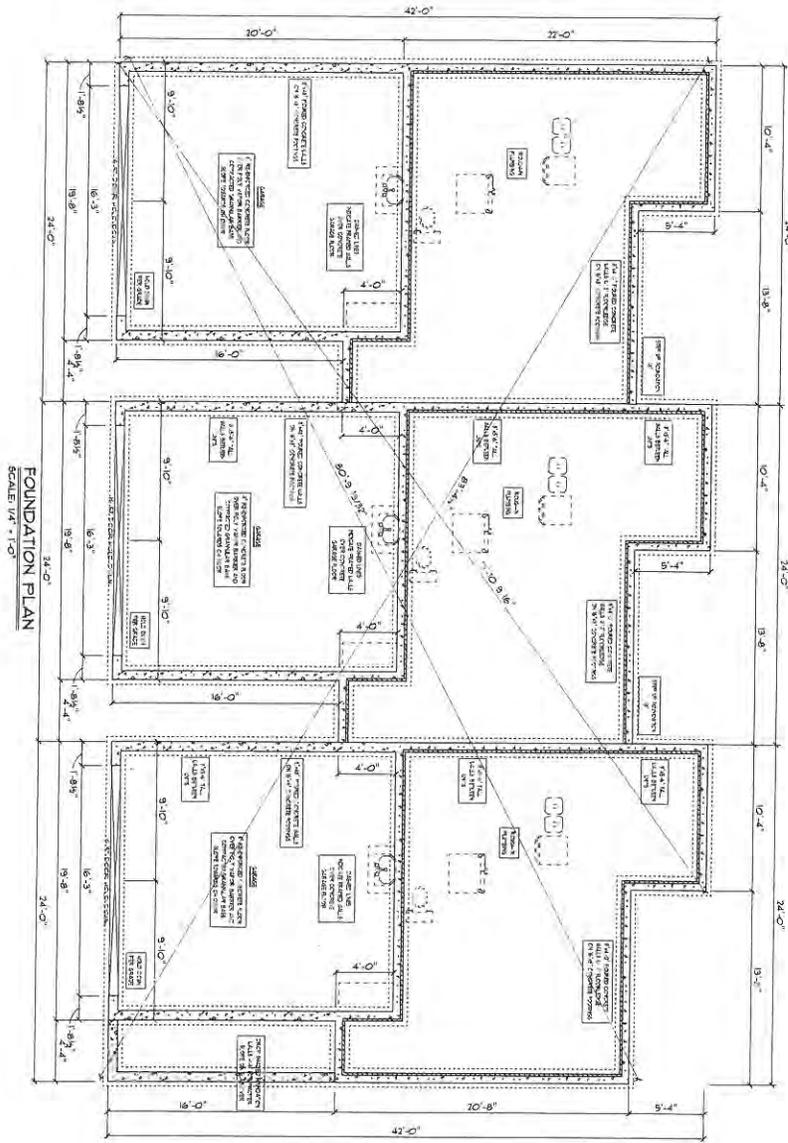


**BAGBY CONSTRUCTION**  
 BRAD BAGBY (309)314-4142

**3-PLEX UNITS AT HAWK HOLLOW SUBDIVISION**  
 MOLINE, IL



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FOUNDATION PLAN  
SCALE: 1/4" = 1'-0"



DRAWING:  
4 OF 4

REVISIONS:  
1-17-15 PRELIM  
8-28-15 REVISION  
9-29-15 REVISION  
1-28-16 FINAL

**BAGBY**  
CONSTRUCTION  
BRAD BAGBY (309)314-4142

3-PLEX UNITS AT  
HAWK HOLLOW SUBDIVISION  
MOLINE, IL

**BIRDSEYE** Design  
RESIDENTIAL DRAFTING  
8011 118TH AVE  
P.O. BOX 237  
MOLINE, IL 61704

THESE PLANS HAVE BEEN PREPARED AS A DRAFTING SERVICE ONLY. EVERY ATTEMPT HAS BEEN MADE IN PREPARATION OF THESE PLANS TO PROVIDE ACCURATE DIMENSIONS AND CONFORMITY TO UNIFORM BUILDING CODES. ALTHOUGH I CANNOT GUARANTEE AGAINST HUMAN ERROR, IT SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND DRAWING DETAILS WITH ALL SUBCONTRACTORS AND OWNERS, THEREFORE RELINQUISHING ANY LIABILITY WITH THE MAKER OF THESE PLANS.



Council Bill/Special Ordinance No. 4015-2016

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

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and KAS Company, Inc. for the “Autumn Trails” project and to execute any necessary agreements referenced therein; and

AUTHORIZING all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

\_\_\_\_\_

WHEREAS, KAS Company, Inc. (“Developer”) seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property consisting of the following properties: (08)9429, 220 12th Avenue; (08)9430, 224 12th Avenue; (08)9431, 230 12th Avenue; (08)9432, 234 12th Avenue; (08)9433, 238 12th Avenue; (08)9434, 244 12th Avenue; (08)9435, 247 12th Avenue; (08)9436, 243 12th Avenue; (08)9437, 239 12th Avenue; (08)9438, 235 12th Avenue; (08)9439, 231 12th Avenue; (08)9446, 280 12th Avenue; (08)9445, (Lot 33); and Outlots A, B and C, inclusive, known as the Autumn Trails (“Project”); and

WHEREAS, the Project will consist of Developer seeking a clear title to the property, paying all delinquent property taxes, completing the reconstruction, rehabilitation and repair of the two unoccupied units, and completing the development which contains nine additional units; and

WHEREAS, the City wishes to support the redevelopment within the Project through the granting of certain lawful incentives to Developer, including but not limited to those available through Tax Increment Financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act” or the “TIF Act”); and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project.

WHEREAS, the City has determined that it is desirable and in the City’s best interests to assist Developer in the manner set forth herein; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Development Agreement are in the vital and best interest of the City and its residents.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and KAS Company, Inc., for the Autumn Trails project and to execute any necessary agreements referenced therein; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

**Section 2** - all appropriate City officers and staff are hereby authorized to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement;

**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

**DEVELOPMENT AGREEMENT**  
**Between the**  
**CITY OF MOLINE**  
**and**  
**KAS COMPANY, INC.**

This Development Agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”), by and between the City of Moline, an Illinois municipal corporation (“City”), and **KAS COMPANY, INC.**, an Iowa corporation, duly registered to do business in the State of Illinois (“Developer”), and collectively the “Parties.”

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City’s Tax Incremental Financing (“TIF”) District #4 Autumn Trails enacted pursuant to the Illinois Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act”); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) consisting of the following properties, (08)9429, 220 12th Avenue; (08)9430, 224 12th Avenue; (08)9431, 230 12th Avenue; (08)9432, 234 12th Avenue; (08)9433, 238 12th Avenue; (08)9434, 244 12th Avenue; (08)9435, 247 12th Avenue; (08)9436, 243 12th Avenue; (08)9437, 239 12th Avenue; (08)9438, 235 12th Avenue; (08)9439, 231 12th Avenue; (08)9446, 280 12th Avenue; (08)9445, (Lot 33); and Outlots A, B and C, inclusive, which shall be known as Autumn Trails; and

WHEREAS, the Redevelopment Project shall consist of the following elements, namely:

- i. Proof of Title. The Developer, in a separate agreement with Midwest One Bank, will negotiate the acquisition of the interest in the property and diligently seek clear title to the Property.
- ii. The Developer shall pay all Rock Island County Delinquent real estate taxes, through the date that Developer acquires clear title to the Property, which shall qualify as part of the cost of acquisition of the Property.
- iii. The Developer shall complete the reconstruction, rehabilitation and repair of the existing private building, containing the two (2) unoccupied units at 220 and 224 12<sup>th</sup> Avenue, and list them for sale or facilitate a private sale, within two (2) years from the date Developer obtains clear title to the Property.
- iv. The Developer shall act as the General Contractor for the completion of the balance of the units. It is anticipated that a minimum of one (1) unit per year beginning in a period of twelve (12) months, or one (1) year, after Developer obtains clear title to the Property, during 2017, and continuing each subsequent year until all proposed units are constructed and listed for sale or sold.

- v. The Developer has indicated that the lots located at 231, 235, 239, 243 and 247 12<sup>th</sup> Avenue may be amended into four (4) lots and two (2) duplex buildings will be constructed for a total of four (4) units and listed for sale or sold, or may be developed as a five (5) unit building.
- vi. The Developer indicates that lots 230 and 234 12<sup>th</sup> Avenue as well as 238 and 244 12<sup>th</sup> Avenue will contain two (2) duplex buildings for a total of four (4) units which will be completed and listed for sale or sold.
- vii. The Developer indicates that a new single family residence will be built at 280 12<sup>th</sup> Avenue or, in the alternative, Developer may sell the land to the owner of the adjoining residence.
- viii. The Developer agrees to follow all City of Moline Codes and Ordinances related to the development of the project and that the covenants and restrictions recorded with the original subdivision and development shall be adhered to.
- ix. The Developer retains the option to sell any lot to a contractor for the development of the lot, in the event his health would require, which must be completed in accordance with the covenants, the time schedule set forth in this agreement, and all other terms of this agreement, and subject to the terms of Section VIII, Assignment, herein.

The foregoing elements shall hereinafter be collectively referred to as the "Redevelopment Project," as depicted in Exhibit A, unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as the following properties, (08)9429, 220 12th Avenue; (08)9430, 224 12th Avenue; (08)9431, 230 12th Avenue; (08)9432, 234 12th Avenue; (08)9433, 238 12th Avenue; (08)9434, 244 12th Avenue; (08)9435, 247 12th Avenue; (08)9436, 243 12th Avenue; (08)9437, 239 12th Avenue; (08)9438, 235 12th Avenue; (08)9439, 231 12th Avenue; (08)9446, 280 12th Avenue; (08)9445, (Lot 33), and Outlots A, B and C, inclusive, which is more particularly described in Exhibit B, "Legal Description," attached hereto and incorporated herein by this reference thereto ("Property"); and

WHEREAS, it is necessary for the successful completion of the Redevelopment Project that the City enter into this Development Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand employment opportunities and create commercial enterprises and residential development in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

**I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.**

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement in accordance with the Development Timetable contained in Exhibit C, attached hereto and incorporated by reference herein:

- A. Creation of a Tax Increment Financing District. The City of Moline adopted Council Bill/General Ordinance No. 3061-2005 on September 27, 2005, which provided for the creation of a new TIF District for the Bethany Property Redevelopment Project Area. The City created the TIF district to provide for the reimbursement of eligible expenses from the Redevelopment Project (and possibly future phases) incurred by a developer of the site.
- B. Maximum TIF Payment. The City's total payment to Developer paid from the net incremental annual real estate tax generated by the Redevelopment Project under this section shall not extend beyond December 31, 2028, which is the expiration date of the TIF district.

The estimated total project cost for all phases of the Redevelopment Project is Two Million Two Hundred Sixty Seven Thousand Dollars (\$2,267,000). Fifteen percent (15%) of the total project cost equals Three Hundred Forty Thousand Fifty Dollars (\$340,050). In no event shall the maximum total assistance to Developer from the City ever exceed Three Hundred Forty Thousand Fifty Dollars (\$340,050) distributed from the property tax rebate. The following shall be reimbursed immediately, subject to the availability of increment generated from within the TIF referenced in Paragraph I(A), and subject to the following conditions:

1. Reimbursement of \$100,000.00 or the total negotiated amount of the Interest in the Midwest One Bank Note/Mortgage for the subject property,

and other cost associated with property acquisition payable from the TIF #4 Redevelopment Fund under the following conditions:

- a. The City will reimburse the Developer for the amount equal to the total negotiated price of One Hundred Thousand Dollars (\$100,000.00), for the Interest in the Note/Mortgage with Midwest One Bank for all of the properties described in Exhibit B, on the following schedule: 1) The payment of Fifty Thousand Dollars (\$50,000.00) once the Development Agreement is approved and proof that assignment of the notes and mortgages have been secured from the bank; 2) The payment of Twenty Five Thousand Dollars (\$25,000.00) once proof that the mortgage foreclosure has been initiated; and 3) The payment of Twenty Five Thousand Dollars (\$25,000.00) once the Title to the Property has been secured, by order of court, in the mortgage foreclosure suit to be filed by Developer.
- b. The City will reimburse the Developer for the payment of outstanding nuisance abatement fees once they have been paid to the City of Moline;
- c. The City will reimburse the Developer for the Rock Island County Delinquent property taxes once they have been paid, within twenty one (21) days after Developer has presented its written request for reimbursement to the City, with the County Collector's property tax receipt attached; and for any property taxes accrued and which are a lien on the parcels, up until the Developer attains clear title to the subject lots.
- d. The City will reimburse the Developer for the costs of the reconstruction, rehabilitation, and repair of the existing private building containing unoccupied units at 220 and 224 12<sup>th</sup> Avenue, as a "Redevelopment Project Cost," as authorized under 65 ILCS 5/11-74.4-3(q)(3).
- e. The City will reimburse the Developer for legal fees and expenses, and all other eligible expenses of the Developer.
- f. All reimbursements made by the City to the Developer, shall be made within thirty (30) days of the Developer presenting its request for reimbursement, with paid invoices to the City being attached, subject to the availability of funds within the TIF increment account, and final approval by the City finding that said reimbursement is in accordance with this Agreement, and the Tax Increment Allocation Redevelopment Act.

In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%). Therefore, the total incremental annual real estate taxes due to Developer shall not exceed 15% of the total

Redevelopment Project cost or Three Hundred Forty Thousand Fifty Dollars (\$340,050), whichever is less (“Maximum TIF Payment”).

C. Payment of Net Incremental Real Estate Taxes.

The City shall pay the net incremental annual real estate tax as it becomes available to reimburse Developer for eligible expenses. It is estimated that the TIF District will generate approximately \$190,000 in 2016, which would be enough to cover reimbursement of the items in B.1. If there is not sufficient increment generated for reimbursement for these costs in 2016, the increment will be paid as soon as it is generated and available.

The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only for eligible redevelopment costs under the Act (65 ILCS 5/11-74.4-3).

D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit D) incurred or incidental to the Project.

E. Final Payment. Upon final payment to reach the Maximum TIF Payment or upon expiration of the TIF district, the City’s obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.

F. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.

G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.

H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.

I. No Other Incentives. The City agrees to rebate a percentage of the tax increment generated from the Redevelopment Project and use the remaining TIF funds to offset the existing deficit in the TIF District and, therefore, the City will offer no other incentives or contributions to the Developer or other developers of the Property as long as this Agreement is in effect.

- J. Enterprise Zone Benefits. City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. City will cooperate and assist Developer in its application for all Enterprise Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.
  
- K. Prevailing Wage. The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.

**II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.**

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws. The Redevelopment Project shall be completed in accordance with the Development Timetable as set forth in Exhibit C.
  
- B. Project Elements. Developer agrees to complete the following Redevelopment Project elements in accordance with the Development Timetable depicted in Exhibit C:
  - i. Proof of Title. The Developer, in a separate agreement with MidWestOne Bank, will negotiate the acquisition of the interest in the property and diligently seek clear title to the property.
  - ii. The Developer shall pay all Rock Island County Delinquent real estate taxes, through the date that Developer acquires clear title to the Property, which shall qualify as part of the cost of acquisition of the Property.

- iii. The Developer shall complete the reconstruction, rehabilitation and repair of the two (2) unoccupied units at 220 and 224 12<sup>th</sup> Avenue and list them for sale or facilitate a private sale.
- iv. The Developer shall act as the General Contractor for the completion of the balance of the units. It is anticipated that a minimum of one (1) unit per year beginning in a period of twelve (12) months, or one (1) year, after Developer obtains clear title to the Property, and continuing each subsequent year until all proposed units are constructed and listed for sale or sold.
- v. The Developer has indicated that the lots located at 231, 235, 239, 243 and 247 12<sup>th</sup> Avenue may be amended into four (4) lots and two (2) duplex buildings will be constructed for a total of four (4) units and listed for sale or sold, or may be developed as a five (5) unit building.
- vi. The Developer indicates that lots 230 and 234 12<sup>th</sup> Avenue as well as 238 and 244 12<sup>th</sup> Avenue will contain 2 duplex buildings for a total of 4 units which will be completed and listed for sale or sold.
- vii. The Developer indicates that a new single family home will be built at 280 12<sup>th</sup> Avenue or, in the alternative, Developer may sell the land to the owner of the adjoining residence on 08-190-1.
- viii. The Developer agrees to follow all City of Moline Codes and Ordinances.
- ix. The Developer retains the option to sell any lot to a contractor for the development of the lot, in the event his health would require, which must be completed in accordance with the covenants, the time schedule set forth in this agreement, and all other terms of this agreement, and subject to the terms of Section VIII, Assignment, herein.

C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Building Official shall have approved all building plans submitted and agrees to follow all requirements of the City Code.

D. Assessed Valuation. Because the Redevelopment Project is to be done in Phases, there will be no minimum equalized assessed value.

### III. **CONDITIONS PRECEDENT TO CITY'S INCENTIVE PAYMENTS HEREUNDER.**

A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred.

**IV. WARRANTIES OF THE CITY.**

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible “redevelopment project costs” pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

**V. WARRANTIES OF THE DEVELOPER.**

A. The Developer represents and warrants to the City that the Developer is an Iowa corporation, authorized to do business in the State of Illinois, and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its shareholders agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

**VI. DEVELOPER’S INDEMNIFICATION.**

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney’s fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer’s contractor). The Developer shall, at the Developer’s sole cost and expense, appear, defend and pay all charges, attorneys’ fees of attorney(s) mutually agreed upon by the City and Developer, costs and other expenses arising therefrom or incurred in connection therewith. If any

judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

**VII. ENTIRE AGREEMENT.**

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder's Office in Rock Island County, Illinois.

**VIII. ASSIGNMENT.**

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld).

Notwithstanding the foregoing, the Developer may without City's consent, assign this Agreement to any Related Entity or Successor (as such terms are defined below).

"Related Entity" means any corporation or other business entity which controls, is controlled by or is under common control with the Developer. For purposes of the preceding sentence, "control" means either (i) ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question, or (ii) the power to direct the management and policies of such entity.

"Successor" means an entity resulting from a merger, consolidation, reorganization or recapitalization of or with the Developer.

For the purposes of this section, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Two Million Dollars (\$2,000,000.00). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

**IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.**

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

**X. NOTICE OF DEFAULT.**

In the event either party is in default hereunder (the “Defaulting Party”), the other party (the “Non-Defaulting Party”) shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

**XI. REMEDIES UPON DEFAULT.**

A. If, in the City’s judgment, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer’s part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer’s debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer’s property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City’s termination of this Agreement under this Section XI.B., the City’s sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

## **XII. NON-DISCRIMINATION.**

The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

## **XIII. NOTICES.**

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) mailed by certified mail, return receipt requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

TO CITY: City Administrator and City Clerk  
619 16<sup>th</sup> Street  
Moline, IL 61265

WITH A COPY TO: City Attorney  
619 16<sup>th</sup> Street  
Moline, IL 61265

TO DEVELOPER: KAS Company, Inc.  
633 Main Street  
POB 325  
Mediapolis, IA 52637

WITH A COPY TO: William T. Phares  
4500 Kennedy Drive  
East Moline, IL 61244

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

**XIV. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**XV. HEADINGS.**

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

**XVI. APPLICABLE LAW.**

This Agreement, and each of its subparts and incorporated items thereto, shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

**XVII. SEVERABILITY.**

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

**XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.**

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

**XIX. ASSURANCE OF FURTHER ACTION.**

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

**XX. DELAYED EXECUTION.**

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

**XXI. DISCLAIMER OF THIRD PARTY BENEFITS.**

The intentions, affirmations, authorizations and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

**XXII. TERMINATION.**

This Agreement shall automatically terminate once the Maximum TIF Payment has been reached or by December 31, 2028, whichever occurs first.



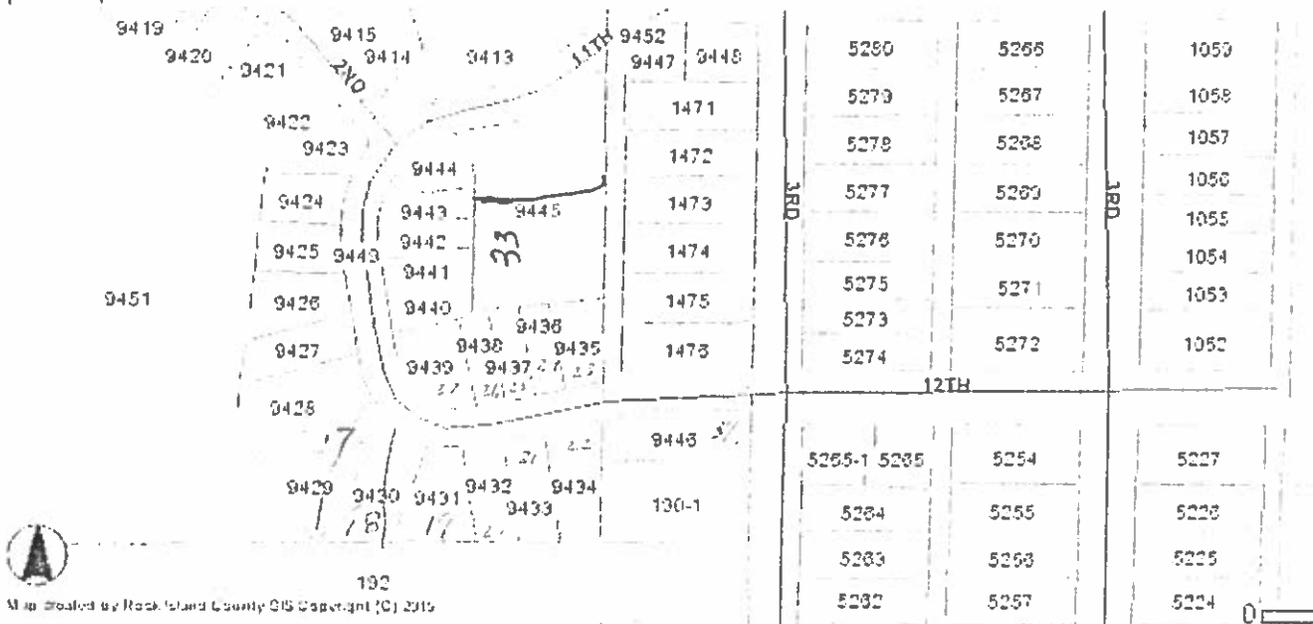
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF ROCK ISLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for said County and State aforesaid, personally appeared **DANIEL J. WEBER**, to me personally known, who being by me duly sworn (or affirmed) did say that he is President of **KAS COMPANY, INC.**, and that said instrument was signed on behalf of the Corporation; and, as such President, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

(seal)

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

**EXHIBIT A**  
**PLAT OF PROJECT**  
**See Attached Page**



**EXHIBIT**  
A

*DM*

**EXHIBIT B**

**LEGAL DESCRIPTION**

Lots 17-27, inclusive, Lots 33 and 34, and Outlots A through C, inclusive, of Autumn Trails Addition to the City of Moline, situated in Rock Island County, Illinois; according to the plat thereof recorded August 29, 2005, in Plat Book 47, Page 383, as Document No. 2005-21884.

**EXHIBIT C**  
**DEVELOPMENT TIMETABLE**

- i. Proof of Title. The Developer, in a separate agreement with Midwest One Bank, will negotiate the acquisition of the interest in the property and diligently seek clear title to the Property.
  - ii. The Developer shall bring all Rock Island Delinquent taxes current as of December 31, 2015. It is estimated that the balance as of November 23, 2015 is \$29,035.52.
  - iii. The Developer shall complete the reconstruction, rehabilitation and repair of the existing private building, containing the two (2) unoccupied units at 220 and 224 12<sup>th</sup> Avenue, and list them for sale or facilitate a private sale, within two (2) years from the date Developer obtains clear title to the Property.
  - iv. The Developer shall act as the General Contractor for the completion of the balance of the units. It is anticipated that a minimum of one (1) unit per year beginning in a period of twelve (12) months, or one (1) year, after Developer obtains clear title to the Property, during 2017, and continuing each subsequent year until all proposed units are constructed and listed for sale or sold.
  - v. The Developer has indicated that the lots located at 231, 235, 239, 243 and 247 12<sup>th</sup> Avenue may be amended into four (4) lots and two (2) duplex buildings will be constructed for a total of four (4) units and listed for sale or sold, or may be developed as a five (5) unit building.
  - vi. The Developer indicates that lots 230 and 234 12<sup>th</sup> Avenue as well as 238 and 244 12<sup>th</sup> Avenue will contain two (2) duplex buildings for a total of four (4) units which will be completed and listed for sale or sold.
  - vii. The Developer indicates that a new single family residence will be built at 280 12<sup>th</sup> Avenue or, in the alternative, Developer may sell the land to the owner of the adjoining residence.
  - viii. The Developer agrees to follow all City of Moline Codes and Ordinances related to the development of the project and that the covenants and restrictions recorded with the original subdivision and development shall be adhered to.
  - ix. The Developer retains the option to sell any lot to a contractor for the development of the lot, in the event his health would require, which must be completed in accordance with the covenants, the time schedule set forth in this agreement, and all other terms of this agreement, and subject to the terms of Section VIII, Assignment, herein.

## **EXHIBIT D**

### **REDEVELOPMENT COSTS**

#### **Costs as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:**

- Acquisition and other Property Assembly Costs
  
- Development Services Design and Engineering Services
  
- Legal/Appraisal
  
- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation
  
- Reconstruction, rehabilitation, repair or remodeling
  
- And other items permitted by the Act
  
- Public Improvements, including sidewalks and driveway approaches to sidewalks, for all residences constructed or reconstructed.

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 Kiwanis Bags  
Tournament scheduled for Saturday, April 23, 2016.

WHEREAS, special events add value to the residents, visitors and business to the City of Moline; and

WHEREAS, the Special Events Committee has reviewed and approved the application for this event;  
and

WHEREAS, the coordinator of this event has signed a City Council approved licensing agreement so  
as to save harmless the municipality from all financial loss, damage or harm and has provided insurance  
listing the City of Moline as additional insured.

NOW, THEREFORE, 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:

The N-Lot

Saturday, April 23, 2016, from 7:00 a.m. to 6:00 p.m.

**Section 2** - That this ordinance shall constitute a one-time variance with the Moline Code of  
Ordinances and any other ordinance or resolutions with which it may conflict and shall not be considered to  
repeal, alter or void such ordinances or resolutions 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/Resolution No. 1046-2016

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking and Excavating, Inc. for Project #1248, 9th Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, in the amount of \$497,180.25.

\_\_\_\_\_  
WHEREAS, bids were publicly read on March 22, 2016; and

WHEREAS, bids were solicited with Miller Trucking and Excavating, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Miller Trucking and Excavating, Inc. for Project #1248, 9th Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, in the amount of \$497,180.25; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

April 19, 2016

\_\_\_\_\_  
Date

Passed: April 19, 2016

Approved: April 26, 2016

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

Approved as to Form:

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

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016, between **MILLER TRUCKING & EXCAVATING, INC.** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FOUR HUNDRED NINETY SEVEN THOUSAND ONE HUNDRED EIGHTY AND 25/100 (\$497,180.25) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1248, 9<sup>TH</sup> STREET A, 33<sup>RD</sup> TO 34<sup>TH</sup> AVENUE UPGRADE** as set out in the plans and specifications.

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

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

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm).

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

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

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

**THOUSAND ONE HUNDRED EIGHTY AND 25/100 (\$497,180.25) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

\_\_\_\_\_

CITY OF MOLINE, ILLINOIS

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

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

Mayor

\_\_\_\_\_

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

City Clerk

Approved as to form:

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

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

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

Performance Bond Attached

Certificate of Insurance Attached

**CITY OF MOLINE, IL BID TABULATION**

Bid Date and Time: March 22, 2016 11:00 a.m.

Project: 1248 - 9th Street A, 33rd to 34th Avenue

**Miller Trucking & Excavating,  
Inc.**

**Valley Construction Company**

**Walter D. Laud, Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal (6 to 15 Units)	90	UNITS	\$18.00	\$1,620.00	\$30.00	\$2,700.00	\$15.00	\$1,350.00
2	Tree Removal (over 15 Units)	204	UNITS	\$40.00	\$8,160.00	\$40.00	\$8,160.00	\$30.00	\$6,120.00
3	Embankment	68	CY	\$12.00	\$816.00	\$12.00	\$816.00	\$12.50	\$850.00
4	Furnished Excavation	1780	CY	\$14.00	\$24,920.00	\$12.00	\$21,360.00	\$26.50	\$47,170.00
5	Trench Backfill (Sanitary)	1212	CY	\$38.00	\$46,056.00	\$40.00	\$48,480.00	\$40.00	\$48,480.00
6	Trench Backfill (Water)	355	CY	\$38.00	\$13,490.00	\$40.00	\$14,200.00	\$10.00	\$3,550.00
7	Trench Backfill (Storm)	70	CY	\$38.00	\$2,660.00	\$40.00	\$2,800.00	\$35.00	\$2,450.00
8	Geotechnical Fabric for Ground Stabilization	1998	SY	\$1.25	\$2,497.50	\$1.00	\$1,998.00	\$1.30	\$2,597.40
9	Seeding Special Complete	1	L.SUM	\$12,000.00	\$12,000.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00
10	Stone Dumped Rip Rap	18	TONS	\$50.00	\$900.00	\$80.00	\$1,440.00	\$110.00	\$1,980.00
11	Aggregate Base Course, Type B, 6"	1998	SY	\$7.00	\$13,986.00	\$9.00	\$17,982.00	\$10.00	\$19,980.00
12	PCC Pavement, 7" w/Intregal Curb	1873	SY	\$56.00	\$104,888.00	\$50.00	\$93,650.00	\$53.75	\$100,673.75
13	Pavement Removal	666	SY	\$10.00	\$6,660.00	\$9.00	\$5,994.00	\$11.00	\$7,326.00
14	PCC Driveway Pavement	228	SY	\$70.00	\$15,960.00	\$60.00	\$13,680.00	\$65.00	\$14,820.00
15	Driveway Pavement Removal	223	SY	\$10.00	\$2,230.00	\$9.00	\$2,007.00	\$12.50	\$2,787.50
16	Class B Patch, TY IV w/HMA	115	SY	\$80.00	\$9,200.00	\$85.00	\$9,775.00	\$60.00	\$6,900.00
17	PCC Sidewalk, 4"	1887	SF	\$6.25	\$11,793.75	\$5.00	\$9,435.00	\$6.25	\$11,793.75
18	PCC Sidewalk, 6" Ramp	66	SF	\$22.00	\$1,452.00	\$11.00	\$726.00	\$20.00	\$1,320.00
19	Detectable Warnings	40	SF	\$40.00	\$1,600.00	\$30.00	\$1,200.00	\$40.00	\$1,600.00
20	Block Wall Removal	1210	SF	\$2.00	\$2,420.00	\$4.00	\$4,840.00	\$2.00	\$2,420.00
21	Wood Wall Removal	140	SF	\$5.00	\$700.00	\$4.00	\$560.00	\$10.00	\$1,400.00
22	Watermain, D.I.P., P CL 350, 8"	703	LF	\$70.00	\$49,210.00	\$75.00	\$52,725.00	\$71.00	\$49,913.00
23	11.25 Bend, DI, MJ, 8"	1	EA	\$250.00	\$250.00	\$350.00	\$350.00	\$390.00	\$390.00
24	22.5 Bend, DI, MJ, 8"	2	EA	\$270.00	\$540.00	\$350.00	\$700.00	\$415.00	\$830.00
25	45 Bend, DI, MJ, 8"	2	EA	\$270.00	\$540.00	\$350.00	\$700.00	\$415.00	\$830.00
26	Tee, DI, MJ, 8"x8"x8"	1	EA	\$450.00	\$450.00	\$500.00	\$500.00	\$700.00	\$700.00
27	Tee, DI, MJ, 8"x8"x6"	1	EA	\$400.00	\$400.00	\$500.00	\$500.00	\$650.00	\$650.00
28	Reducer, DI, MJ, 8"x6"	2	EA	\$230.00	\$460.00	\$300.00	\$600.00	\$350.00	\$700.00
29	Valve & Box, 8"	2	EA	\$1,415.00	\$2,830.00	\$1,200.00	\$2,400.00	\$2,000.00	\$4,000.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

30	Fire Hydrant Assembly, Complete	2	EA	\$3,900.00	\$7,800.00	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00
31	Fire Hydrant to be Removed	1	EA	\$500.00	\$500.00	\$600.00	\$600.00	\$700.00	\$700.00
32	Corporation for Testing, 1"	2	EA	\$400.00	\$800.00	\$500.00	\$1,000.00	\$250.00	\$500.00
33	Water Service Connection Complete, 1"	8	EA	\$400.00	\$3,200.00	\$500.00	\$4,000.00	\$1,500.00	\$12,000.00
34	Copper Water Service Pipe, 1"	69	LF	\$30.00	\$2,070.00	\$30.00	\$2,070.00	\$40.00	\$2,760.00
35	Curb Stop & Box, 1"	8	EA	\$475.00	\$3,800.00	\$300.00	\$2,400.00	\$250.00	\$2,000.00
36	Sanitary Sewer, DIP, P CL 350, 8"	604	LF	\$75.00	\$45,300.00	\$105.00	\$63,420.00	\$115.00	\$69,460.00
37	Sanitary Sewer Service, 6"	161	LF	\$78.00	\$12,558.00	\$110.00	\$17,710.00	\$68.00	\$10,948.00
38	Reconnect Sanitary Service Lateral, 6"	7	EA	\$1,150.00	\$8,050.00	\$800.00	\$5,600.00	\$2,000.00	\$14,000.00
39	Manhole, Sanitary, Type A, 4' Dia. w/T. 1 F., Closed Lid	1	EA	\$3,900.00	\$3,900.00	\$3,200.00	\$3,200.00	\$5,200.00	\$5,200.00
40	Inside Drop Manhole, Sanitary, Type A, 4' Dia., Closed Lid	1	EA	\$5,700.00	\$5,700.00	\$6,000.00	\$6,000.00	\$6,600.00	\$6,600.00
41	Remove Manhole, Sanitary	1	EA	\$800.00	\$800.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00
42	Inside Drop Manhole, Storm, Type A, 5' Dia., Closed Lid	1	EA	\$6,200.00	\$6,200.00	\$7,500.00	\$7,500.00	\$6,600.00	\$6,600.00
43	Storm Sewer, 12"	232	LF	\$62.00	\$14,384.00	\$50.00	\$11,600.00	\$56.00	\$12,992.00
44	Storm Sewer, 24"	183	LF	\$80.00	\$14,640.00	\$85.00	\$15,555.00	\$97.50	\$17,842.50
45	Pipe Underdrain Complete, 6"	226	LF	\$14.00	\$3,164.00	\$16.00	\$3,616.00	\$17.00	\$3,842.00
46	Pipe Underdrain Complete, 6" (Special)	26	LF	\$30.00	\$780.00	\$19.00	\$494.00	\$21.50	\$559.00
47	Catch Basin Special No. 2	4	EA	\$4,500.00	\$18,000.00	\$3,400.00	\$13,600.00	\$4,500.00	\$18,000.00
48	PRC Flared End Section, 24"	1	EA	\$1,070.00	\$1,070.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
49	Grating for Concrete Flared End Section, 24"	1	EA	\$775.00	\$775.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
50	Traffic Control Completed	1	L.SUM	\$5,000.00	\$5,000.00	\$42,000.00	\$42,000.00	\$3,000.00	\$3,000.00
	<b>TOTAL</b>				<b>\$497,180.25</b>		<b>\$538,143.00</b>		<b>\$546,784.90</b>

ITEM NO.	ITEM	Brandt Construction Company				Needham Excavating, Inc.		McCarthy Improvement Company	
		APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal (6 to 15 Units)	90	UNITS	\$28.00	\$2,520.00	\$21.50	\$1,935.00	\$40.00	\$3,600.00
2	Tree Removal (over 15 Units)	204	UNITS	\$53.00	\$10,812.00	\$23.50	\$4,794.00	\$55.00	\$11,220.00
3	Embankment	68	CY	\$20.00	\$1,360.00	\$17.50	\$1,190.00	\$26.00	\$1,768.00
4	Furnished Excavation	1780	CY	\$19.50	\$34,710.00	\$39.00	\$69,420.00	\$26.00	\$46,280.00
5	Trench Backfill (Sanitary)	1212	CY	\$29.00	\$35,148.00	\$40.75	\$49,389.00	\$75.00	\$90,900.00
6	Trench Backfill (Water)	355	CY	\$29.00	\$10,295.00	\$41.00	\$14,555.00	\$40.00	\$14,200.00
7	Trench Backfill (Storm)	70	CY	\$29.00	\$2,030.00	\$41.00	\$2,870.00	\$40.00	\$2,800.00
8	Geotechnical Fabric for Ground Stabilization	1998	SY	\$1.35	\$2,697.30	\$1.10	\$2,197.80	\$1.50	\$2,997.00
9	Seeding Special Complete	1	L.SUM	\$15,750.00	\$15,750.00	\$10,850.00	\$10,850.00	\$12,700.00	\$12,700.00
10	Stone Dumped Rip Rap	18	TONS	\$112.00	\$2,016.00	\$50.00	\$900.00	\$51.00	\$918.00
11	Aggregate Base Course, Type B, 6"	1998	SY	\$9.50	\$18,981.00	\$7.85	\$15,684.30	\$10.00	\$19,980.00
12	PCC Pavement, 7" w/Integral Curb	1873	SY	\$45.00	\$84,285.00	\$61.60	\$115,376.80	\$46.00	\$86,158.00
13	Pavement Removal	666	SY	\$10.00	\$6,660.00	\$6.25	\$4,162.50	\$10.00	\$6,660.00
14	PCC Driveway Pavement	228	SY	\$61.00	\$13,908.00	\$7.25	\$1,653.00	\$70.00	\$15,960.00
15	Driveway Pavement Removal	223	SY	\$16.50	\$3,679.50	\$7.25	\$1,616.75	\$13.00	\$2,899.00
16	Class B Patch, TY IV w/HMA	115	SY	\$125.00	\$14,375.00	\$93.65	\$10,769.75	\$230.00	\$26,450.00
17	PCC Sidewalk, 4"	1887	SF	\$6.65	\$12,548.55	\$5.60	\$10,567.20	\$5.00	\$9,435.00
18	PCC Sidewalk, 6" Ramp	66	SF	\$24.50	\$1,617.00	\$30.55	\$2,016.30	\$11.00	\$726.00
19	Detectable Warnings	40	SF	\$46.00	\$1,840.00	\$40.75	\$1,630.00	\$40.00	\$1,600.00
20	Block Wall Removal	1210	SF	\$1.50	\$1,815.00	\$1.00	\$1,210.00	\$8.00	\$9,680.00
21	Wood Wall Removal	140	SF	\$1.75	\$245.00	\$6.00	\$840.00	\$6.00	\$840.00
22	Watermain, D.I.P., P CL 350, 8"	703	LF	\$72.00	\$50,616.00	\$98.35	\$69,140.05	\$55.00	\$38,665.00
23	11.25 Bend, DI, MJ, 8"	1	EA	\$445.00	\$445.00	\$560.00	\$560.00	\$400.00	\$400.00
24	22.5 Bend, DI, MJ, 8"	2	EA	\$445.00	\$890.00	\$578.00	\$1,156.00	\$400.00	\$800.00
25	45 Bend, DI, MJ, 8"	2	EA	\$445.00	\$890.00	\$578.00	\$1,156.00	\$400.00	\$800.00
26	Tee, DI, MJ, 8"x8"x8"	1	EA	\$771.00	\$771.00	\$790.00	\$790.00	\$700.00	\$700.00
27	Tee, DI, MJ, 8"x8"x6"	1	EA	\$750.00	\$750.00	\$700.00	\$700.00	\$600.00	\$600.00
28	Reducer, DI, MJ, 8"x6"	2	EA	\$500.00	\$1,000.00	\$365.00	\$730.00	\$600.00	\$1,200.00
29	Valve & Box, 8"	2	EA	\$1,825.00	\$3,650.00	\$2,440.00	\$4,880.00	\$1,800.00	\$3,600.00
30	Fire Hydrant Assembly, Complete	2	EA	\$5,450.00	\$10,900.00	\$4,380.00	\$8,760.00	\$4,500.00	\$9,000.00
31	Fire Hydrant to be Removed	1	EA	\$800.00	\$800.00	\$1,250.00	\$1,250.00	\$498.00	\$498.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

32	Corporation for Testing, 1"	2	EA	\$700.00	\$1,400.00	\$465.00	\$930.00	\$400.00	\$800.00
33	Water Service Connection Complete, 1"	8	EA	\$300.00	\$2,400.00	\$725.00	\$5,800.00	\$550.00	\$4,400.00
34	Copper Water Service Pipe, 1"	69	LF	\$75.00	\$5,175.00	\$43.50	\$3,001.50	\$75.00	\$5,175.00
35	Curb Stop & Box, 1"	8	EA	\$600.00	\$4,800.00	\$183.40	\$1,467.20	\$500.00	\$4,000.00
36	Sanitary Sewer, DIP, P CL 350, 8"	604	LF	\$115.00	\$69,460.00	\$184.40	\$111,377.60	\$112.00	\$67,648.00
37	Sanitary Sewer Service, 6"	161	LF	\$105.00	\$16,905.00	\$128.35	\$20,664.35	\$75.00	\$12,075.00
38	Reconnect Sanitary Service Lateral, 6"	7	EA	\$1,250.00	\$8,750.00	\$830.00	\$5,810.00	\$1,900.00	\$13,300.00
39	Manhole, Sanitary, Type A, 4' Dia. w/T. 1 F., Closed Lid	1	EA	\$5,625.00	\$5,625.00	\$6,960.00	\$6,960.00	\$7,000.00	\$7,000.00
40	Inside Drop Manhole, Sanitary, Type A, 4' Dia., Closed Lid	1	EA	\$15,000.00	\$15,000.00	\$8,660.00	\$8,660.00	\$9,600.00	\$9,600.00
41	Remove Manhole, Sanitary	1	EA	\$600.00	\$600.00	\$1,350.00	\$1,350.00	\$1,000.00	\$1,000.00
42	Inside Drop Manhole, Storm, Type A, 5' Dia., Closed Lid	1	EA	\$7,500.00	\$7,500.00	\$9,750.00	\$9,750.00	\$10,000.00	\$10,000.00
43	Storm Sewer, 12"	232	LF	\$53.00	\$12,296.00	\$54.10	\$12,551.20	\$35.00	\$8,120.00
44	Storm Sewer, 24"	183	LF	\$90.00	\$16,470.00	\$112.30	\$20,550.90	\$75.00	\$13,725.00
45	Pipe Underdrain Complete, 6"	226	LF	\$22.25	\$5,028.50	\$18.30	\$4,135.80	\$25.00	\$5,650.00
46	Pipe Underdrain Complete, 6" (Special)	26	LF	\$36.50	\$949.00	\$12.00	\$312.00	\$35.00	\$910.00
47	Catch Basin Special No. 2	4	EA	\$4,275.00	\$17,100.00	\$5,490.00	\$21,960.00	\$7,000.00	\$28,000.00
48	PRC Flared End Section, 24"	1	EA	\$990.00	\$990.00	\$685.00	\$685.00	\$1,100.00	\$1,100.00
49	Grating for Concrete Flared End Section, 24"	1	EA	\$900.00	\$900.00	\$815.00	\$815.00	\$750.00	\$750.00
50	Traffic Control Completed	1	L.SUM	\$20,000.00	\$20,000.00	\$4,500.00	\$4,500.00	\$46,000.00	\$46,000.00
	<b>TOTAL</b>				<b>\$559,352.85</b>		<b>\$654,030.00</b>		<b>\$663,287.00</b>

Council Bill/Resolution No. 1047-2016

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept five Permanent Utility and Drainage Easements for Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, on the following Parcels: Parcel No. 07144-A-2 from Kent L. Pottebaum and Stephanie L. Pottebaum; Parcel No. 07141-10 from Mark A. Raven and Sharon T. Raven; Parcel No. 07141-8 from Kimberly A. Kampner and David J. Marsho; Parcel No. 07141-9 from Jamie L. Smith and Laura A. Smith; and Parcel No. 07141-11 from Vernon Mattson.

WHEREAS, Permanent Utility and Drainage Easements for Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, are necessary to allow work to take place on privately-owned property and to allow the City of Moline to maintain these improvements in the future; and

WHEREAS, staff recommends acceptance of said easements.

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

That the Mayor and City Clerk are hereby authorized to accept a Permanent Utility and Drainage Easements for Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade, on the following Parcels: Parcel No. 07144-A-2 from Kent L. Pottebaum and Stephanie L. Pottebaum; Parcel No. 07141-10 from Mark A. Raven and Sharon T. Raven; Parcel No. 07141-8 from Kimberly A. Kampner and David J. Marsho; Parcel No. 07141-9 from Jamie L. Smith and Laura A. Smith; and Parcel No. 07141-11 from Vernon Mattson; provided, however, that said easements are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
April 19, 2016

Date

Passed: April 19, 2016

Approved: April 26, 2016

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

Approved as to Form:

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

Return to:  
City Clerk  
619 16<sup>th</sup> Street  
Moline, IL 61265

Project #1248  
Parcel #07144-A-2

PERMANENT UTILITY & DRAINAGE  
EASEMENT  
FOR  
CITY OF MOLINE, ILLINOIS

THIS INDENTURE WITNESSETH, that the Grantor, **Kent L. Pottebaum & Stephanie L. Pottebaum, 3317 9<sup>th</sup> Street A, Moline, IL**, and in consideration of ONE and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements herein expressed, the undersigned hereby grant unto the City of Moline, Illinois, a municipal corporation, (herein "City") a permanent Easement in, over, across, and under the land as shown and described on the attached exhibit "A."

Said permanent Easement is for utility installation and maintenance, site grading and related work on said tract of land. The Grantor herein assign, covenant and agree that no building, permanent or temporary, shall ever be constructed on the land herein above described; provided, however, the surface of said land may be used for fences or lawn improvements, which do not deny access to the City for maintenance or inspection purposes, or interfere with the operation of the above-mentioned facilities. The City of Moline, Illinois, by accepting this Easement, agrees to repair, at its sole expense, any damages or disturbances which may be caused to the land of the Grantor in relation to the installation, operation, and maintenance of said Easement.

This grant includes the right of ingress and egress to and from said above described tract of land for the uses and purposes herein set out.

To these covenants and agreements, the undersigned hereby binds itself and its assigns, forever.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State.

IN WITNESS WHEREOF, the Grantor has hereunto set its Hand and Seal this 16<sup>th</sup> day of February, 2016.



**Kent L. Pottebaum**



**Stephanie L. Pottebaum**

ACCEPTED BY THE CITY OF MOLINE

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

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

Approved as to form:

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

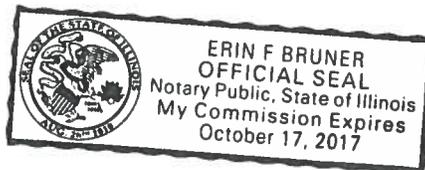
Return to Grantee's Address  
City of Moline  
619 – 16<sup>th</sup> Street  
Moline, IL 61265

STATE OF ILLINOIS \_\_\_\_\_ )  
\_\_\_\_\_)SS  
COUNTY OF ROCK ISLAND \_\_\_\_\_ )

I, Erin F. Bruner, a Notary Public in and for said County and State, do hereby certify that **Kent L. Pottebaum, & Stephanie L. Pottebaum** who is personally known to be the same person(s) whose name(s) is subscribed to the forgoing instrument appeared before me this day in person and acknowledges that **Kent L. Pottebaum, & Stephanie L. Pottebaum** signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16<sup>th</sup> day of February, 2016.

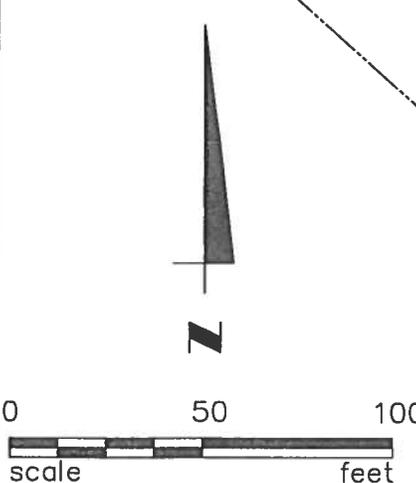
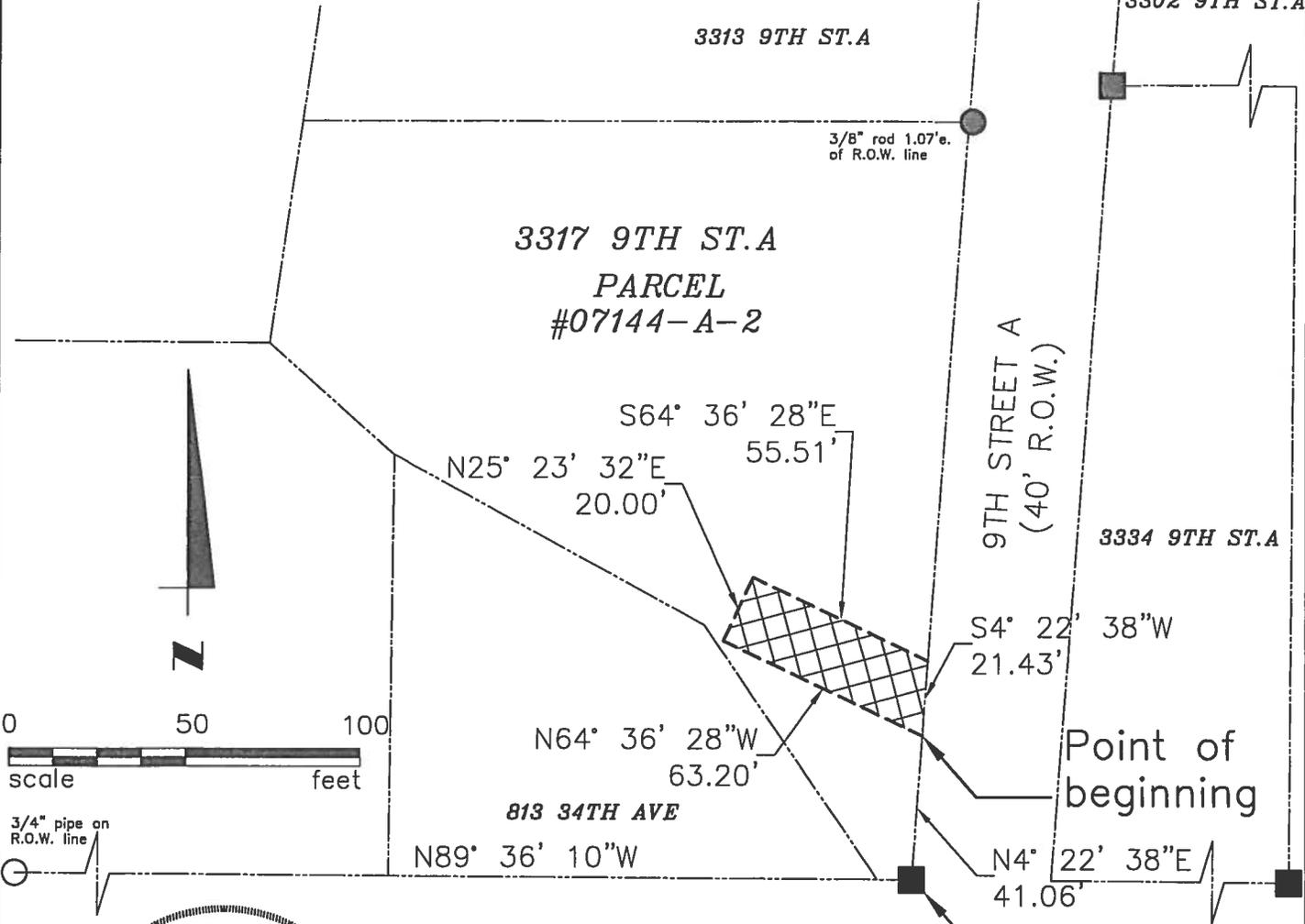
Erin F. Bruner  
\_\_\_\_\_  
Notary Public  
My commission expires 10/17/17



# EXHIBIT "A" SHEET 1 OF 2

## UTILITY & DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

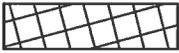
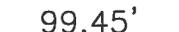
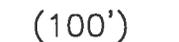


MY LICENSE EXPIRES 11/30/2016

*Scott K. Taulbee* 01/20/2016  
DATE

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-003490, DO HEREBY STATE THAT THIS UTILITY & DRAINAGE EASEMENT PLAT WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS PLAT.

### LEGEND

-  - UTILITY & DRAINAGE ESMT 1187 SQ. FT. +/-
-  99.45' - MEASURED DIMENSION
-  (100') - RECORD DIMENSION
-  - FOUND SQUARE PIN AS NOTED
-  - FOUND IRON PIPE AS NOTED
-  - SET 5/8" REBAR 30" LONG OR AS NOTED
-  - FOUND IRON ROD AS NOTED
-  - PROPOSED EASEMENT LINE
-  - EXISTING PROPERTY LINE



**CITY OF MOLINE**  
3317 9TH ST.A  
MOLINE, IL 61265  
PROJECT #1248  
9TH ST.A, 33RD - 34TH AVE.

H:\Engineering\ALL PROJECTS\1248 - 9th Street A, 32nd - 33rd Avenue\Design\Survey\9thSt A-ROW-Esmt-plats-011816.dwg, 1/20/2016 2:05:16 PM, 1:50

# EXHIBIT "A" SHEET 2 OF 2

## UTILITY & DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, BEING PART OF THE PARCEL AS DESCRIBED IN A DEED RECORDED AS DOCUMENT NUMBER 2006-27963 IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL, THENCE NORTH 04 DEGREES 22 MINUTES 38 SECONDS EAST, 41.06 FEET ON THE WEST RIGHT-OF-WAY LINE OF 9TH STREET A TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 36 MINUTES 28 SECONDS WEST, 63.20 FEET; THENCE NORTH 25 DEGREES 23 MINUTES 32 SECONDS EAST, 20.00 FEET; THENCE SOUTH 64 DEGREES 36 MINUTES 28 SECONDS EAST, 55.51 FEET TO THE WEST RIGHT-OF-WAY LINE OF 9TH STREET A; THENCE SOUTH 04 DEGREES 22 MINUTES 38 SECONDS WEST, 21.43 FEET ON SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, CONTAINING 1187 SQUARE FEET, MORE OR LESS. THE BASIS OF BEARINGS IS ASSUMED. THE DESCRIPTION FROM SAID DEED IS INCLUDED FOR REFERENCE BELOW.

2006-27963

The following described Tract of Land situated in the Northwest Quarter of the Southwest Quarter of Section Number Eight (8), in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, in the County of Rock Island and State of Illinois;

Beginning at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of said Section Number Eight (8), Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian;

Thence South along the West Line of said Section Number Eight (8) 627.00 feet;

Thence East 930.4 feet to the place of beginning of this description;

Thence Northwesterly 87.7 feet (at an angle of 55 degrees and 17 minutes measured clockwise from the last mentioned line);

Thence Northwesterly 101.2 feet (at an angle of 207 degrees 01 minutes as measured counter-clockwise from the last mentioned line);

Thence Northwesterly 45.8 feet (at an angle of 167 degrees 00 minutes as measured counter-clockwise from the last mentioned line);

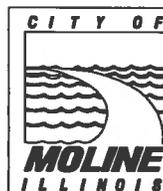
Thence Northerly 64.0 feet (at an angle of 122 degrees 38 minutes as measured counter-clockwise from the last mentioned line);

Thence East 200.89 feet parallel with the Quarter Section Line of said Section Number Eight (8);

Thence South 215.46 feet (at an angle of 85 degrees 37 minutes as measured counter-clockwise from the last mentioned line);

Thence West 20.0 feet to the place of beginning;

Excepting that portion conveyed by Quit Claim Deed to the City of Moline dated July 12, 1960 and recorded on July 19, 1960 in Record Book 69 as Document Number 547613;



CITY OF MOLINE

3317 9TH STREET A  
MOLINE, IL 61265

PROJECT #1248

9TH ST.A, 33RD - 34TH AVE.

PARCEL #07144-A-2

Return to:  
City Clerk  
619 16<sup>th</sup> Street  
Moline, IL 61265

Project #1248  
Parcel #07141-10

PERMANENT UTILITY & DRAINAGE  
EASEMENT  
FOR  
CITY OF MOLINE, ILLINOIS

THIS INDENTURE WITNESSETH, that the Grantor, **Mark A. Raven and Sharon T. Raven 939 33<sup>rd</sup> Avenue, Moline, IL**, and in consideration of ONE and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements herein expressed, the undersigned hereby grant unto the City of Moline, Illinois, a municipal corporation, (herein "City") a permanent Easement in, over, across, and under the land as shown and described on the attached exhibit "A":

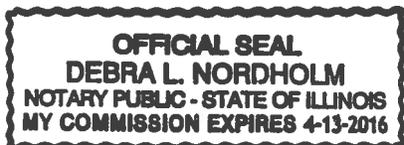
Said permanent Easement is for utility installation and maintenance, site grading and related work on said tract of land. The Grantor herein assign, covenant and agree that no building, permanent or temporary, shall ever be constructed on the land herein above described; provided, however, the surface of said land may be used for fences or lawn improvements, which do not deny access to the City for maintenance or inspection purposes, or interfere with the operation of the above-mentioned facilities. The City of Moline, Illinois, by accepting this Easement, agrees to repair, at its sole expense, any damages or disturbances which may be caused to the land of the Grantor in relation to the installation, operation, and maintenance of said Easement.

This grant includes the right of ingress and egress to and from said above described tract of land for the uses and purposes herein set out.

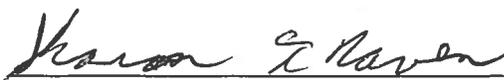
To these covenants and agreements, the undersigned hereby binds itself and its assigns, forever.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State.

IN WITNESS WHEREOF, the Grantor has hereunto set its Hand and Seal this 16 day of March, 2016.



  
\_\_\_\_\_  
Mark A. Raven

  
\_\_\_\_\_  
Sharon T. Raven

ACCEPTED BY THE CITY OF MOLINE

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

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

Approved as to form:

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

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

STATE OF ILLINOIS \_\_\_\_\_ )  
\_\_\_\_\_ )SS  
COUNTY OF ROCK ISLAND \_\_\_\_\_ )

I, Debra Nordholm, a Notary Public in and for said County and State, do hereby certify that Mark A. Raven & Sharon T. Raven who is personally known to be the same person(s) whose name(s) is subscribed to the forgoing instrument appeared before me this day in person and acknowledges that Mark A. Raven & Sharon T. Raven signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth.

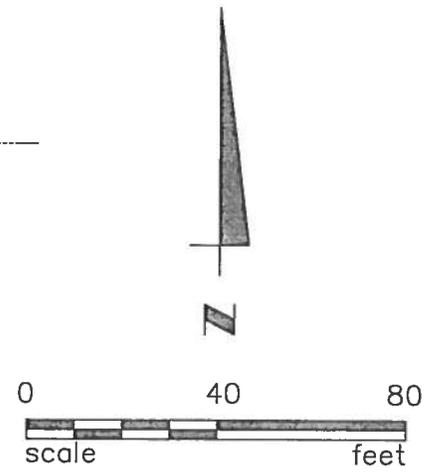
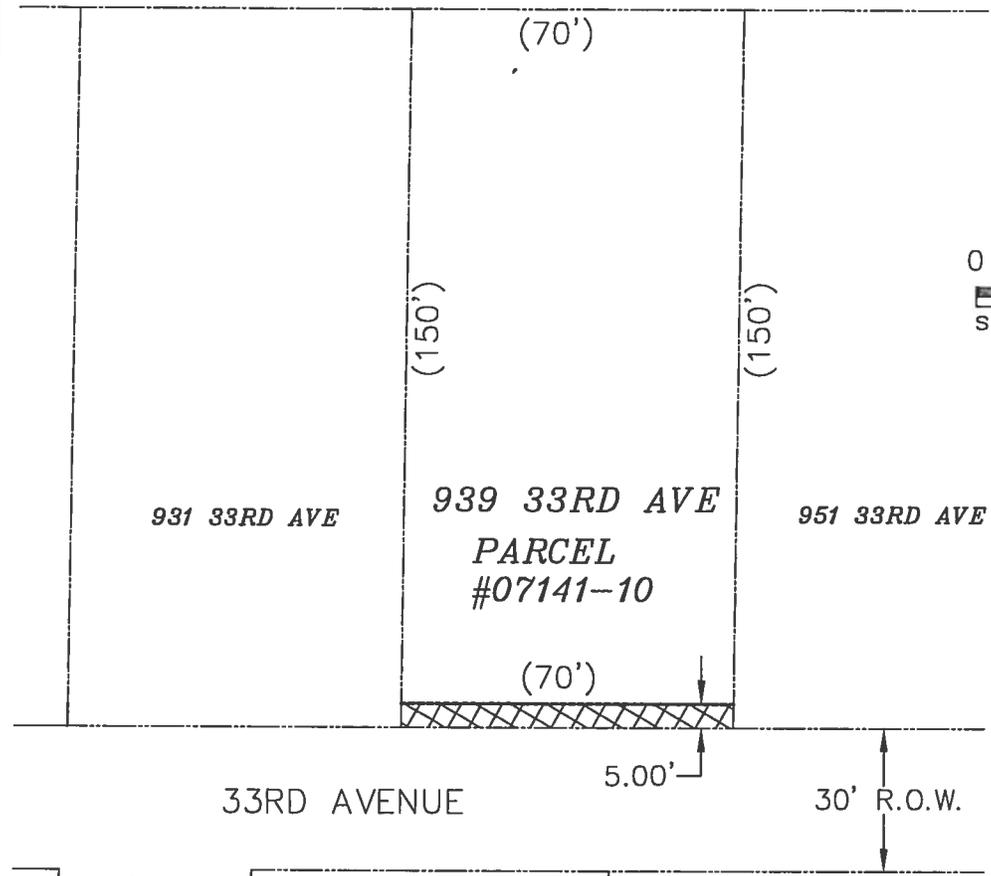
Given under my hand and Notarial Seal this 16 day of March, 2016.



Debra L. Nordholm  
Notary Public  
My commission expires 4-13-16

**UTILITY & DRAINAGE EASEMENT**

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



9TH STREET A  
(40' R.O.W.)

3302 9TH ST A



MY LICENSE EXPIRES 11/30/2016

*Scott K. Taulbee* 01/19/2016  
DATE

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-003490, DO HEREBY STATE THAT THIS UTILITY & DRAINAGE EASEMENT PLAT WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS PLAT.

**LEGEND**

-  - UTILITY & DRAINAGE ESMT 350 SQ. FT. +/-
- 99.45' - MEASURED DIMENSION
- (100') - RECORD DIMENSION
-  - FOUND SQUARE PIN AS NOTED
-  - FOUND IRON PIPE AS NOTED
-  - SET 5/8" REBAR 30" LONG OR AS NOTED
-  - FOUND IRON ROD AS NOTED
-  - PROPOSED EASEMENT LINE
-  - EXISTING PROPERTY LINE



**CITY OF MOLINE**  
939 33RD AVENUE  
MOLINE, IL 61265  
PROJECT #1248  
9TH ST.A, 33RD - 34TH AVE.

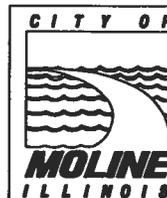
UTILITY & DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 5.00 FEET OF THE PARCEL AS DESCRIBED IN A DEED RECORDED AS DOCUMENT NUMBER 97-04009 IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS. THIS EASEMENT CONTAINS 350 SQUARE FEET, MORE OR LESS. THE DESCRIPTION FROM SAID DEED IS INCLUDED FOR REFERENCE BELOW.

**97-04009**

Exhibit A

That part of the Northwest Quarter of the Southwest Quarter of Section Number 8 in Township Number 17 North, Range Number 1 West of the 4<sup>th</sup> P.M., described as follows: Beginning at a point in the North line of said Quarter Quarter Section 1040.2 feet East of the Northwest corner of said Quarter Quarter Section; thence South 0 deg. 36' West 150 feet; thence East parallel with the North line of said Quarter Quarter Section 70'; thence North 0 deg. 36' East 150 feet to a point in the North line of said Quarter Quarter Section 70' East of the point of beginning; thence West along the North line of said Quarter Quarter Section 70' to the point of beginning; said above described tract being known and designated as Lot No. 8 on an unrecorded plat of Nelson's Second Addition to the City of Moline; situated in the County of Rock Island, in the State of Illinois.



**CITY OF MOLINE**  
 939 33RD AVENUE  
 MOLINE, IL 61265  
 PROJECT #1248  
 9TH ST.A, 33RD - 34TH AVE.

PARCEL #07141-10

Return to:  
City Clerk  
619 16<sup>th</sup> Street  
Moline, IL 61265

Project #1248  
Parcel #07141-8

PERMANENT UTILITY & DRAINAGE  
EASEMENT  
FOR  
CITY OF MOLINE, ILLINOIS

THIS INDENTURE WITNESSETH, that the Grantor, **Kimberly A. Kampner and David J. Marsho, 923 33<sup>rd</sup> Avenue, Moline, IL**, and in consideration of ONE and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements herein expressed, the undersigned hereby grant unto the City of Moline, Illinois, a municipal corporation, (herein "City") a permanent Easement in, over, across, and under the land as shown and described on the attached exhibit "A."

Said permanent Easement is for utility installation and maintenance, site grading and related work on said tract of land. The Grantor herein assign, covenant and agree that no building, permanent or temporary, shall ever be constructed on the land herein above described; provided, however, the surface of said land may be used for fences or lawn improvements, which do not deny access to the City for maintenance or inspection purposes, or interfere with the operation of the above-mentioned facilities. The City of Moline, Illinois, by accepting this Easement, agrees to repair, at its sole expense, any damages or disturbances which may be caused to the land of the Grantor in relation to the installation, operation, and maintenance of said Easement.

This grant includes the right of ingress and egress to and from said above described tract of land for the uses and purposes herein set out.

To these covenants and agreements, the undersigned hereby binds itself and its assigns, forever.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State.

IN WITNESS WHEREOF, the Grantor has hereunto set its Hand and Seal this 2nd ~~3rd~~ day of March, 2016.

  
\_\_\_\_\_  
**Kimberly A. Kampner**

  
\_\_\_\_\_  
**David J. Marsho**

ACCEPTED BY THE CITY OF MOLINE

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

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

Approved as to form:

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

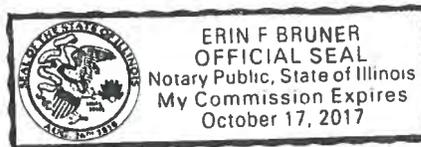
Return to Grantee's Address  
City of Moline  
619 – 16<sup>th</sup> Street  
Moline, IL 61265

STATE OF ILLINOIS \_\_\_\_\_ )  
\_\_\_\_\_)SS  
COUNTY OF ROCK ISLAND \_\_\_\_\_ )

I, Erin F. Bruner, a Notary Public in and for said County and State, do hereby certify that **David J. Marsho & Kimberly A. Kampner** who is personally known to be the same person(s) whose name(s) is subscribed to the forgoing instrument appeared before me this day in person and acknowledges that **David J. Marsho & Kimberly A. Kampner** signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of March, 2016.

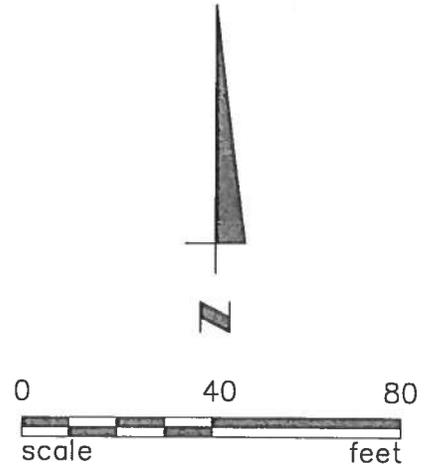
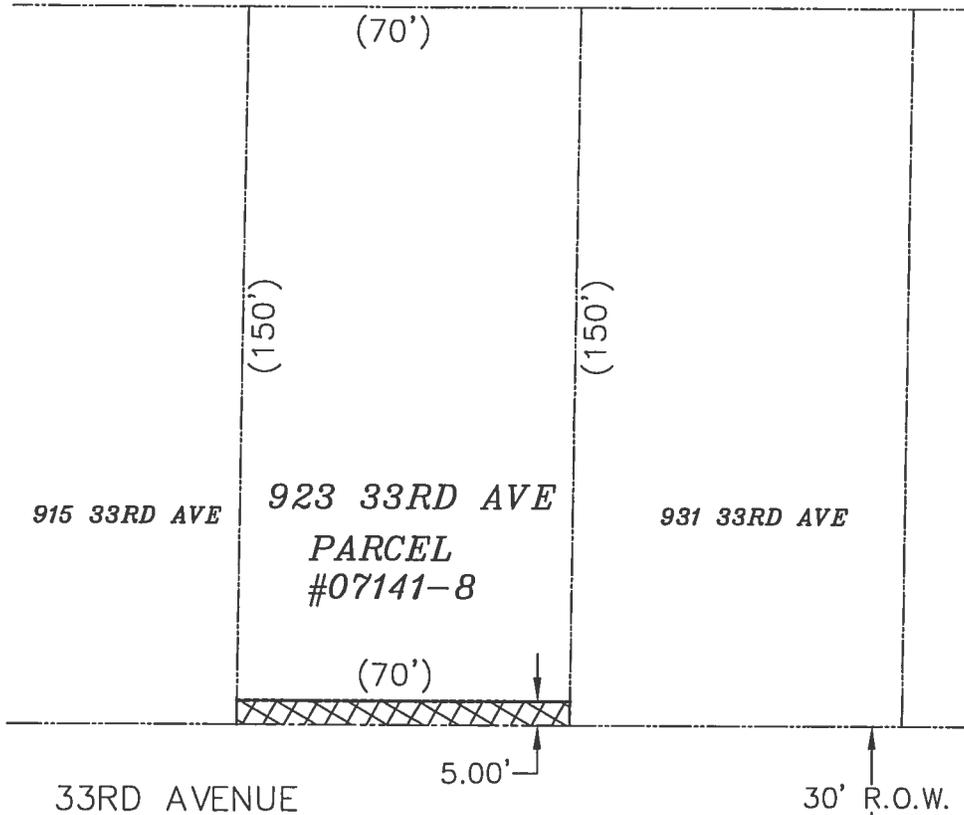
Erin F Bruner  
\_\_\_\_\_  
Notary Public  
My commission expires 10/17/17



# EXHIBIT "A" SHEET 1 OF 2

## UTILITY & DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



MY LICENSE EXPIRES 11/30/2016

*Scott K. Taulbee*

*01/19/2016*

DATE

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-003490, DO HEREBY STATE THAT THIS UTILITY & DRAINAGE EASEMENT PLAT WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS PLAT.

### LEGEND



- UTILITY & DRAINAGE ESMT  
350 SQ. FT. +/-

99.45'  
(100')

- MEASURED DIMENSION

- RECORD DIMENSION



- FOUND SQUARE PIN AS NOTED



- FOUND IRON PIPE AS NOTED



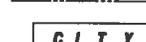
- SET 5/8" REBAR 30" LONG  
OR AS NOTED



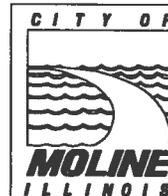
- FOUND IRON ROD AS NOTED



- PROPOSED EASEMENT LINE



- EXISTING PROPERTY LINE



### CITY OF MOLINE

923 33RD AVENUE  
MOLINE, IL 61265

PROJECT #1248  
9TH ST.A, 33RD - 34TH AVE.

UTILITY & DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 5.00 FEET OF THE PARCEL AS DESCRIBED IN A DEED RECORDED AS DOCUMENT NUMBER 2013-10761 IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS. THIS EASEMENT CONTAINS 350 SQUARE FEET, MORE OR LESS. THE DESCRIPTION FROM SAID DEED IS INCLUDED FOR REFERENCE BELOW.

2013-10761

**Title No FNTGSC-USB000263**

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ROCK ISLAND AND STATE OF Illinois, AND IS DESCRIBED AS FOLLOWS:**

**THAT PART OF THE SOUTHWEST QUARTER OF SECTION NUMBER EIGHT (8). TOWNSHIP SEVENTEEN (17) NORTH, RANGE ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION NUMBER 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION NUMBER 8, 900.2 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SECTION NUMBER 8, 150 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION NUMBER 8, 70 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SECTION NUMBER 8, 150 FEET; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, 70 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF ROCK ISLAND AND STATE OF ILLINOIS.**

H:\Engineering\ALL PROJECTS\1248 - 9th Street A, 32nd - 33rd Avenue\Design\Survey\9thSt A-ROW-Esmt-plats-011816.dwg, 1/19/2016 11:48:14 AM, 1-40



**CITY OF MOLINE**  
923 33RD AVENUE  
MOLINE, IL 61265  
PROJECT #1248  
9TH ST.A, 33RD - 34TH AVE.

PARCEL #07141-8

Return to:  
City Clerk  
619 16<sup>th</sup> Street  
Moline, IL 61265

Project #1248  
Parcel #07141-9

PERMANENT UTILITY & DRAINAGE  
EASEMENT  
FOR  
CITY OF MOLINE, ILLINOIS

THIS INDENTURE WITNESSETH, that the Grantor, **Jamie L. Smith and Laura A. Smith, 931 33<sup>rd</sup> Avenue, Moline, IL**, and in consideration of ONE and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements herein expressed, the undersigned hereby grant unto the City of Moline, Illinois, a municipal corporation, (herein "City") a permanent Easement in, over, across, and under the as shown and described on the attached exhibit "A":

Said permanent Easement is for utility installation and maintenance, site grading and related work on said tract of land. The Grantor herein assign, covenant and agree that no building, permanent or temporary, shall ever be constructed on the land herein above described; provided, however, the surface of said land may be used for fences or lawn improvements, which do not deny access to the City for maintenance or inspection purposes, or interfere with the operation of the above-mentioned facilities. The City of Moline, Illinois, by accepting this Easement, agrees to repair, at its sole expense, any damages or disturbances which may be caused to the land of the Grantor in relation to the installation, operation, and maintenance of said Easement.

This grant includes the right of ingress and egress to and from said above described tract of land for the uses and purposes herein set out.

To these covenants and agreements, the undersigned hereby binds itself and its assigns, forever.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State.

IN WITNESS WHEREOF, the Grantor has hereunto set its Hand and Seal this 2<sup>nd</sup>  
day of March, 2016. 3<sup>rd</sup>

Jamie L. Smith  
Jamie L. Smith

Laura A. Smith  
Laura A. Smith

ACCEPTED BY THE CITY OF MOLINE

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

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

Approved as to form:

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

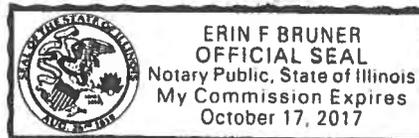
Return to Grantee's Address  
City of Moline  
619 - 16<sup>th</sup> Street  
Moline, IL 61265

STATE OF ILLINOIS \_\_\_\_\_ )  
\_\_\_\_\_)SS  
COUNTY OF ROCK ISLAND \_\_\_\_\_ )

I, Erin F. Bruner, a Notary Public in and for said County and State, do hereby certify that Jamie L. Smith & Laura A. Smith who is personally known to be the same person(s) whose name(s) is subscribed to the forgoing instrument appeared before me this day in person and acknowledges that Jamie L. Smith & Laura A. Smith signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth.

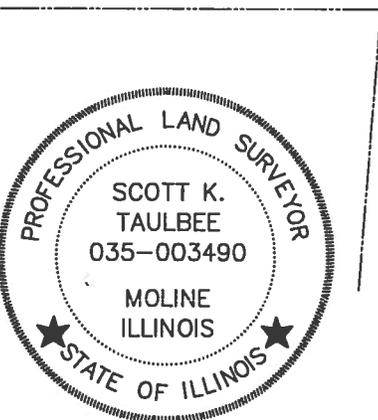
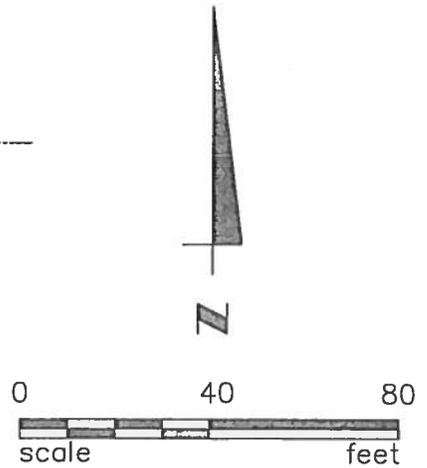
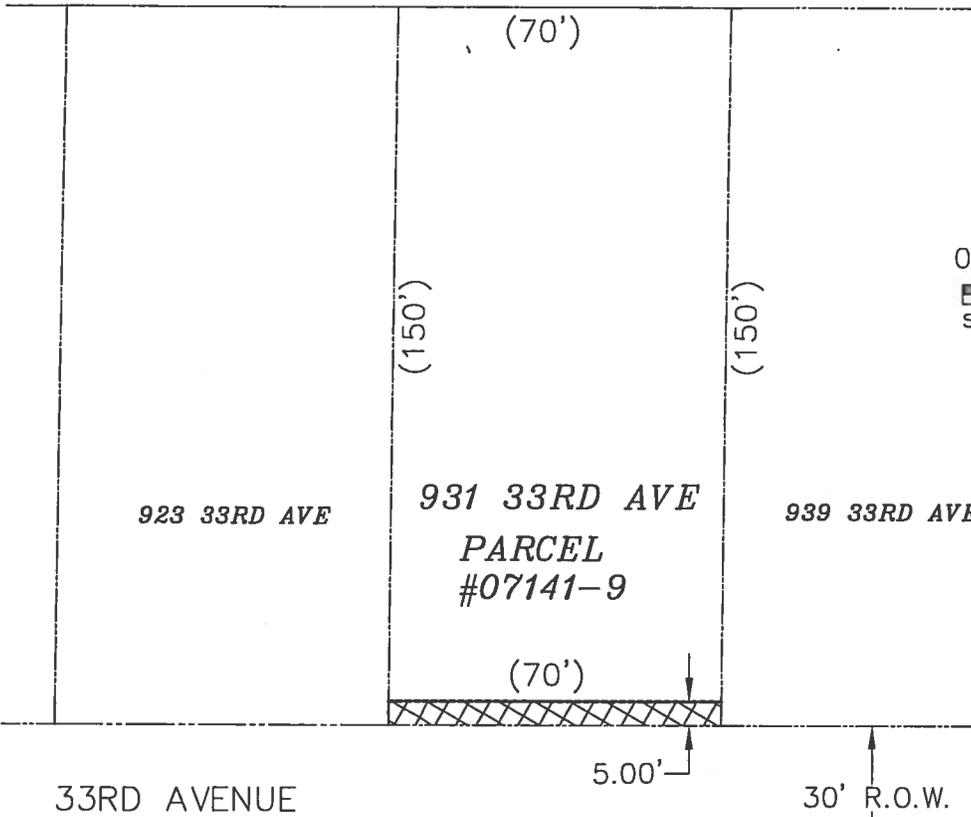
Given under my hand and Notarial Seal this 2nd ~~3rd~~ day of March, 2016.

Erin F. Bruner  
\_\_\_\_\_  
Notary Public  
My commission expires 10/17/17



# UTILITY & DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



MY LICENSE EXPIRES 11/30/2016

*Scott K. Taulbee* 01/19/2016  
DATE

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-003490, DO HEREBY STATE THAT THIS UTILITY & DRAINAGE EASEMENT PLAT WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS PLAT.

## LEGEND

-  - UTILITY & DRAINAGE ESMT 350 SQ. FT. +/-
- 99.45' - MEASURED DIMENSION
- (100') - RECORD DIMENSION
-  - FOUND SQUARE PIN AS NOTED
-  - FOUND IRON PIPE AS NOTED
-  - SET 5/8" REBAR 30" LONG OR AS NOTED
-  - FOUND IRON ROD AS NOTED
-  - PROPOSED EASEMENT LINE
-  - EXISTING PROPERTY LINE



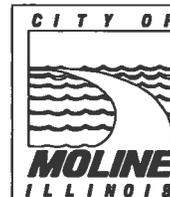
**CITY OF MOLINE**  
931 33RD AVENUE  
MOLINE, IL 61265  
PROJECT #1248  
9TH ST.A, 33RD - 34TH AVE.

UTILITY & DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 5.00 FEET OF THE PARCEL AS DESCRIBED IN A DEED RECORDED AS DOCUMENT NUMBER 2004-33065 IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS. THIS EASEMENT CONTAINS 350 SQUARE FEET, MORE OR LESS. THE DESCRIPTION FROM SAID DEED IS INCLUDED FOR REFERENCE BELOW.

2004-33065

**That part of the Southwest Quarter of Section 8, Township 17 North, Range 1 West of the Fourth Principal Meridian, described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section Number 8, Township 17 North, Range 1 West of the Fourth Principal Meridian, then East along the North line of the Southwest Quarter of said Section Number Eight (8), 970.20 feet; thence South parallel to the West line of said Section Eight (8), 150 feet; thence East parallel to the North line of the Southwest Quarter of Section Eight (8), 70 feet; thence North parallel to the West line of said Section Eight (8), 150 feet; thence West along the North line of the Southwest Quarter of said Section Eight (8), 70 feet to the point of beginning; situated in the County of Rock Island, in the State of Illinois.**



CITY OF MOLINE

931 33RD AVENUE  
MOLINE, IL 61265

PROJECT #1248

9TH ST. A, 33RD - 34TH AVE.

PARCEL #07141-9

Return to:  
City Clerk  
619 16<sup>th</sup> Street  
Moline, IL 61265

Project #1248  
Parcel #07141-11

PERMANENT UTILITY & DRAINAGE  
EASEMENT  
FOR  
CITY OF MOLINE, ILLINOIS

THIS INDENTURE WITNESSETH, that the Grantor, **Vernon Mattson, 951 33<sup>rd</sup> Avenue, Moline, IL**, and in consideration of ONE and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements herein expressed, the undersigned hereby grant unto the City of Moline, Illinois, a municipal corporation, (herein "City") a permanent Easement in, over, across, and under the land as shown and described on the attached exhibit "A."

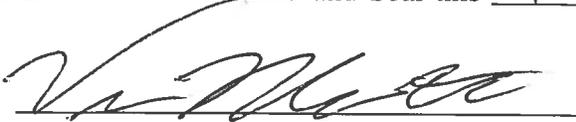
Said permanent Easement is for utility installation and maintenance, site grading and related work on said tract of land. The Grantor herein assign, covenant and agree that no building, permanent or temporary, shall ever be constructed on the land herein above described; provided, however, the surface of said land may be used for fences or lawn improvements, which do not deny access to the City for maintenance or inspection purposes, or interfere with the operation of the above-mentioned facilities. The City of Moline, Illinois, by accepting this Easement, agrees to repair, at its sole expense, any damages or disturbances which may be caused to the land of the Grantor in relation to the installation, operation, and maintenance of said Easement.

This grant includes the right of ingress and egress to and from said above described tract of land for the uses and purposes herein set out.

To these covenants and agreements, the undersigned hereby binds itself and its assigns, forever.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State.

IN WITNESS WHEREOF, the Grantor has hereunto set its Hand and Seal this 9<sup>th</sup>  
day of Feb 9, 2016.

  
Vernon Mattson

ACCEPTED BY THE CITY OF MOLINE

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

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

Approved as to form:

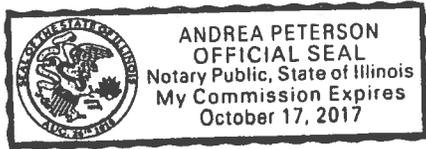
\_\_\_\_\_  
Maureen Riggs, City Attorney

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

STATE OF ILLINOIS \_\_\_\_\_ )  
\_\_\_\_\_)SS  
COUNTY OF ROCK ISLAND \_\_\_\_\_ )

I, Andrea Peterson, a Notary Public in and for said County and State, do hereby certify that Vernon Mattson who is personally known to be the same person(s) whose name(s) is subscribed to the forgoing instrument appeared before me this day in person and acknowledges that Vernon Mattson signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth.

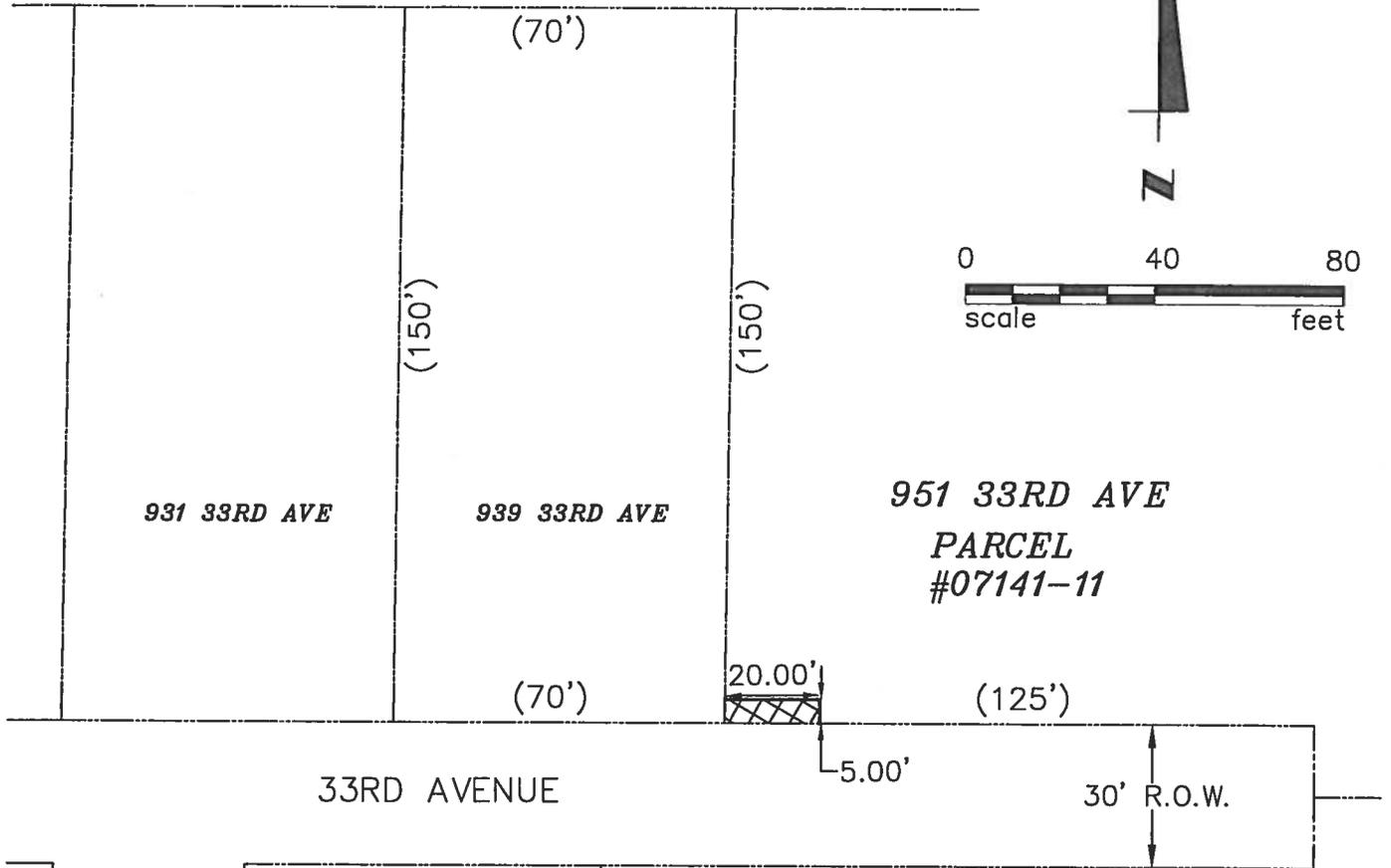
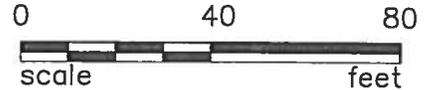
Given under my hand and Notarial Seal this 9<sup>th</sup> day of February, 2016.



Andrea Peterson  
Notary Public  
My commission expires 10-17-2017

**UTILITY & DRAINAGE EASEMENT**

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



9TH STREET A  
(40' R.O.W.)

3302 9TH ST A



MY LICENSE EXPIRES 11/30/2016

*Scott K. Taulbee* 2/24/2016  
DATE

**LEGEND**

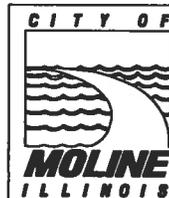


99.45'  
(100')



- UTILITY & DRAINAGE ESMT 100 SQ. FT. +/-
- MEASURED DIMENSION
- RECORD DIMENSION
- FOUND SQUARE PIN AS NOTED
- FOUND IRON PIPE AS NOTED
- SET 5/8" REBAR 30" LONG OR AS NOTED
- FOUND IRON ROD AS NOTED
- PROPOSED EASEMENT LINE
- EXISTING PROPERTY LINE

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-003490, DO HEREBY STATE THAT THIS UTILITY & DRAINAGE EASEMENT PLAT WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS PLAT.



**CITY OF MOLINE**  
951 33RD AVENUE  
MOLINE, IL 61265  
PROJECT #1248  
9TH ST.A, 33RD - 34TH AVE.

UTILITY & DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 5.00 FEET OF THE WEST 20.00 FEET OF THE PARCEL AS DESCRIBED IN A DEED RECORDED AS DOCUMENT NUMBER 2015-06467 IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS. THIS EASEMENT CONTAINS 100 SQUARE FEET, MORE OR LESS. THE DESCRIPTION FROM SAID DEED IS INCLUDED FOR REFERENCE BELOW.

2015-06467

**Legal Description**

That part of the Southwest Quarter of Section Number 8, in Township Number 17 North, Range 1 West of the Fourth Principal Meridian, described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section #8, Township 17 North, Range 1 West of the Fourth Principal Meridian; thence East along the North line of the Southwest Quarter of said Section #8, 1114.23 feet to the place of beginning; thence South parallel to the West line of said Section #8, 150 feet; thence East parallel to the Northline of the Southwest Quarter of said Section 8, 125 feet; thence South parallel to the West line of said Section 8, 15 feet; thence East Parallel to the North line of said Southwest Quarter of Section 8, 80 feet; thence North parallel to the West line of the Southwest Quarter of Section 8, 165 feet; thence West along the North line of the Southwest Quarter of said Section 8, 205 feet to the place of beginning, (being designated Tract Number 7 on a survey made by Robert E. Stanley dated April 17<sup>th</sup> and 19<sup>th</sup>, 1948) situated in the County of Rock Island in the State of Illinois.

H:\Engineering\ALL PROJECTS\1248 - 9th Street A, 32nd - 33rd Avenue\Design\Survey\9thSt A - ROW - Esmt-plats-011816.dwg, 2/24/2016 1:44:06 PM, 1:40

PARCEL #07141-11

	<b>CITY OF MOLINE</b> 951 33RD AVENUE MOLINE, IL 61265
	PROJECT #1248 9TH ST.A, 33RD - 34TH AVE.

Council Bill/Resolution No. 1048-2016

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept a Deed of Dedication for Right-of-Way at 3302 9<sup>th</sup> Street A from Kimberly A. Coopman and Rick A. Coopman, on Tax Parcel No. 07145-7.

\_\_\_\_\_

WHEREAS, a Deed of Dedication provides necessary right-of-way for Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade; and

WHEREAS, staff recommends acceptance of said Deed of Dedication.

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

That the Mayor and City Clerk are hereby authorized to accept a Deed of Dedication for Right-of-Way at 3302 9<sup>th</sup> Street A from Kimberly A. Coopman and Rick A. Coopman, on Tax Parcel No. 07145-7; provided, however, that said Deed of Dedication is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

April 19, 2016

Date

Passed: April 19, 2016

Approved: April 26, 2016

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

Approved as to Form:

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

City of Moline  
3302 9<sup>th</sup> Street A R.O.W.

TAX PARCEL NO. **07145-7**

**DEED OF DEDICATION**

The Grantor, **Kimberly A. Coopman and Rick A. Coopman**, hereby grants, conveys, warrants and dedicates to the Grantee, **THE CITY OF MOLINE, ILLINOIS**, a municipal corporation organized under the laws of the State of Illinois and situated in Rock Island County, Illinois, the following described real estate:

**PLAT AND DESCRIPTION ATTACHED AS EXHIBIT A**

Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

**FOR: STREET RIGHT OF WAY**

Said real estate is conveyed and dedicated to and accepted by the Mayor of the City of Moline, Illinois, for and on behalf of said City, pursuant to authority vested in him by Resolution No. \_\_\_\_\_.

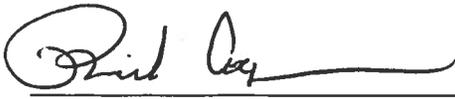
Dated this 22<sup>nd</sup> day of march, 2016.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

  
\_\_\_\_\_  
**Kimberly Coopman**

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

  
\_\_\_\_\_  
**Rick Coopman**

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

Approved as to form:

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

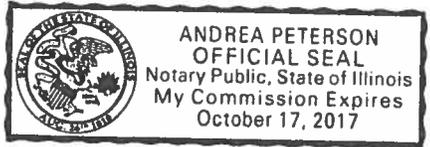
Return to Grantee's Address  
City of Moline  
619 - 16<sup>th</sup> Street  
Moline, IL 61265

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

I, Andrea Peterson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Kimberly A. Coopman & Rick A. Coopman**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 22nd day of March, 2016, in person and acknowledged that they signed, and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of March, A.D. 2016.

(Seal)



Andrea Peterson  
NOTARY PUBLIC

“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”

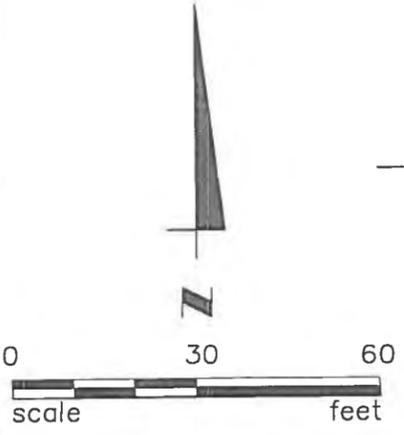
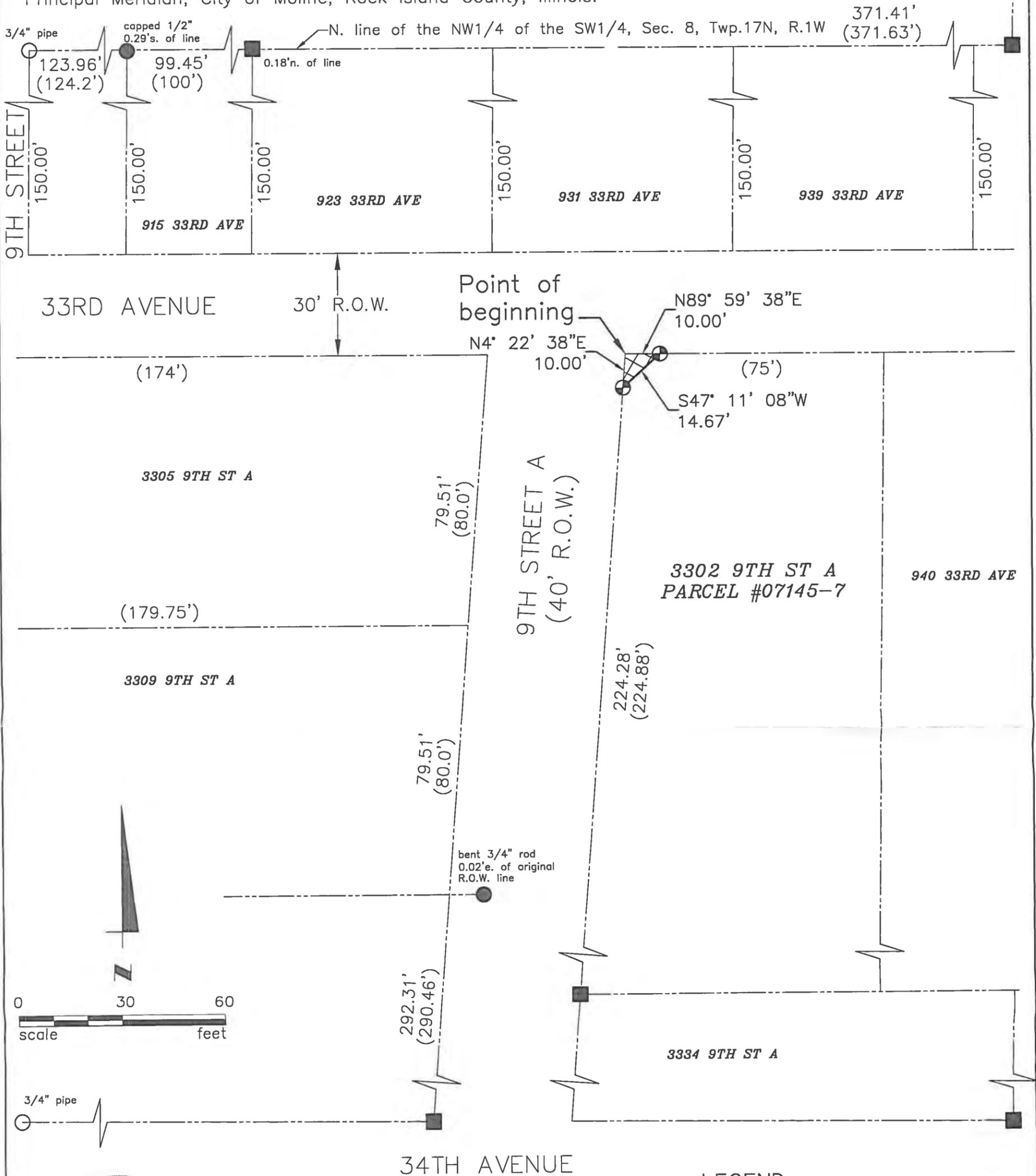
\_\_\_\_\_

Date                      Grantor, Grantee or Representative

# EXHIBIT "A" SHEET 1 OF 2

## RIGHT OF WAY ACQUISITION

Part of the Northwest Quarter of the Southwest Quarter of Section 8, Township 17 North, Range 1 West of the Fourth Principal Meridian, City of Moline, Rock Island County, Illinois.



MY LICENSE EXPIRES 11/30/2016

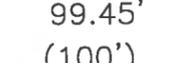
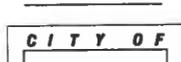
FIELD WORK WAS COMPLETED

DATE \_\_\_\_\_

DATE \_\_\_\_\_

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-003490, DO HEREBY STATE THAT THIS RIGHT OF WAY ACQUISITION WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE BASIS OF BEARINGS IS ASSUMED.

### LEGEND

-  - RIGHT-OF-WAY ACQUISITION 50 sq. FT. +/-
- 99.45' (100')
-  - MEASURED DIMENSION
-  - RECORD DIMENSION
-  - FOUND SQUARE PIN AS NOTED
-  - FOUND IRON PIPE AS NOTED
-  - SET 5/8" REBAR 30" LONG OR AS NOTED
-  - FOUND IRON ROD AS NOTED
-  - PROPOSED R.O.W. LINE
-  - EXISTING PROPERTY LINE



CITY OF MOLINE  
 3305 9TH ST A - MOLINE, IL 61265  
 PROJECT:  
 #1248  
 9TH ST. A, 33RD - 34TH AVE.

H:\Engineering\ALL PROJECTS\1248 - 9th Street A, 32nd - 33rd Avenue\Design\Survey\9thSt A-ROW-Esmt-plats-011816.dwg, 1/19/2016 10:16:02 AM, 1:30

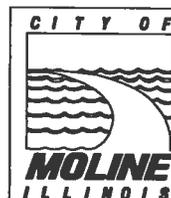
# EXHIBIT "A" SHEET 2 OF 2

## RIGHT OF WAY ACQUISITION

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, BEING PART OF THE PARCEL AS DESCRIBED IN A DEED RECORDED AS DOCUMENT NUMBER 2010-31126 IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL, THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS EAST, 10.00 FEET ON THE SOUTH RIGHT-OF-WAY LINE OF 33RD AVENUE; THENCE SOUTH 47 DEGREES 11 MINUTES 08 SECONDS WEST, 14.67 FEET TO THE EAST RIGHT-OF-WAY LINE OF 9TH STREET A; THENCE NORTH 04 DEGREES 22 MINUTES 38 SECONDS EAST, 10.00 FEET ON SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, CONTAINING 50 SQUARE FEET, MORE OR LESS. THE BASIS OF BEARINGS IS ASSUMED. THE DESCRIPTION FROM SAID DEED IS INCLUDED FOR REFERENCE BELOW.

**Beginning at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 8, Township 17 North, Range 1 West of the 4th P.M.; thence South along the West line of said Section 8, 180 feet; thence East parallel with the Quarter Section Line of said Section 8, 1013.38 feet to the place of beginning of this description; thence Southerly 224.88 feet (at an angle of 85° 35' as measured counter clockwise from the last mentioned line); thence Easterly 89.3 feet; thence North 224.4 feet parallel to the East line of the Northwest Quarter of the Southwest Quarter of said Section 8; thence West 75 feet parallel to the Quarter Section line of said Section 8 to the place of beginning; situated in the County of Rock Island, and the State of Illinois;**

together with all the hereditaments and appurtenances thereunto belonging.



CITY OF MOLINE

3302 9TH ST A  
MOLINE, IL 61265

PROJECT #1248

9TH ST.A, 33RD - 34TH AVE.

PARCEL #07145-7

Council Bill/Resolution No. 1049-2016

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept a Deed of Dedication for Right-of-Way at 3305 9<sup>th</sup> Street A from William K. Unger and Mary E. Unger, on Tax Parcel No. 07145-5.

\_\_\_\_\_

WHEREAS, a Deed of Dedication provides necessary right-of-way for Project #1248, 9<sup>th</sup> Street A, 33<sup>rd</sup> to 34<sup>th</sup> Avenue Upgrade; and

WHEREAS, staff recommends acceptance of said Deed of Dedication.

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

That the Mayor and City Clerk are hereby authorized to accept a Deed of Dedication for Right-of-Way at 3305 9<sup>th</sup> Street A from William K. Unger and Mary E. Unger, on Tax Parcel No. 07145-5; provided, however, that said Deed of Dedication is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

April 19, 2016

\_\_\_\_\_  
Date

Passed: April 19, 2016

Approved: April 26, 2016

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

Approved as to Form:

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

City of Moline  
3305 9<sup>th</sup> Street A R.O.W.

TAX PARCEL NO. 07145-5

**DEED OF DEDICATION**

The Grantor, **William K. Unger & Mary E. Unger**, hereby grant, convey, warrant and dedicate to the Grantee, **THE CITY OF MOLINE, ILLINOIS**, a municipal corporation organized under the laws of the State of Illinois and situated in Rock Island County, Illinois, the following described real estate:

**PLAT AND DESCRIPTION ATTACHED AS EXHIBIT A**

Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

**FOR: STREET RIGHT OF WAY**

Said real estate is conveyed and dedicated to and accepted by the Mayor of the City of Moline, Illinois, for and on behalf of said City, pursuant to authority vested in him by Resolution No. \_\_\_\_\_.

Dated this 19<sup>th</sup> day of Feb., 2016.

GRANTOR(S):

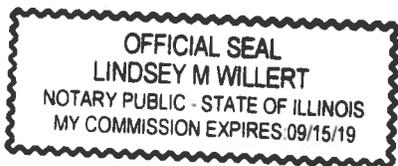
ACCEPTED BY THE CITY OF MOLINE

*William K. Unger*  
William K. Unger

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

*Mary E. Unger*  
Mary E. Unger

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



Approved as to form:

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

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

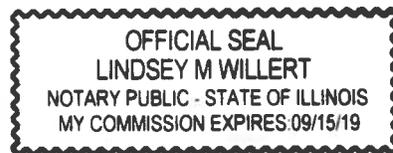
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ROCK ISLAND )

I, Lindsey Willert, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **William K. Unger & Mary E. Unger**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 19<sup>th</sup> day of Feb., 2016, in person and acknowledged that they signed, and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19<sup>th</sup> day of Feb., A.D. 2016.

(Seal)

  
NOTARY PUBLIC



“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”

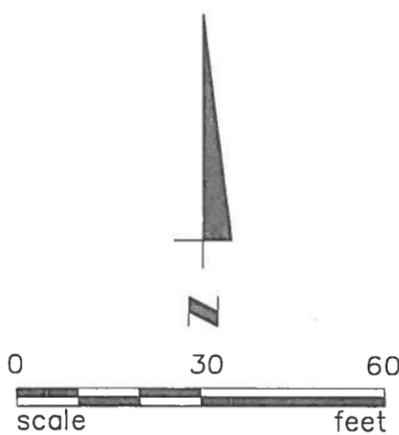
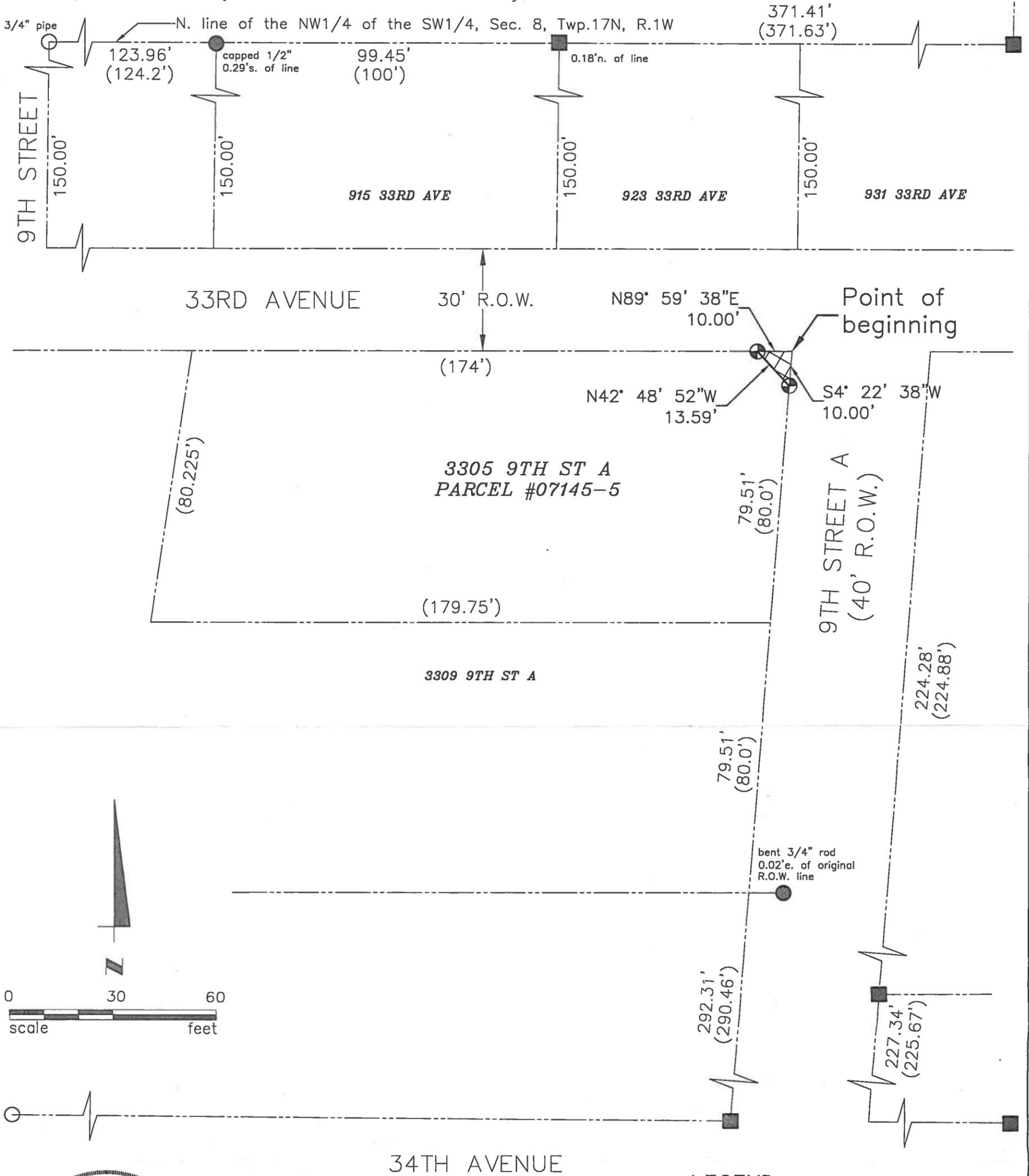
\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor, Grantee or Representative

# EXHIBIT "A" SHEET 1 OF 2

## RIGHT OF WAY ACQUISITION

Part of the Northwest Quarter of the Southwest Quarter of Section 8, Township 17 North, Range 1 West of the Fourth Principal Meridian, City of Moline, Rock Island County, Illinois.



MY LICENSE EXPIRES 11/30/2016

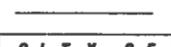
FIELD WORK WAS COMPLETED

DATE \_\_\_\_\_

DATE \_\_\_\_\_

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003490, DO HEREBY STATE THAT THIS RIGHT OF WAY ACQUISITION WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE BASIS OF BEARINGS IS ASSUMED.

### LEGEND

-  - RIGHT-OF-WAY ACQUISITION 50 SQ. FT. +/-
-  99.45' (100') - MEASURED DIMENSION
-  - RECORD DIMENSION
-  - FOUND SQUARE PIN AS NOTED
-  - FOUND IRON PIPE AS NOTED
-  - SET 5/8" REBAR 30" LONG OR AS NOTED
-  - FOUND IRON ROD AS NOTED
-  - PROPOSED R.O.W. LINE
-  - EXISTING PROPERTY LINE



**CITY OF MOLINE**  
 3305 9TH ST A - MOLINE, IL 61265  
 PROJECT:  
 #1248  
 9TH ST. A, 33RD - 34TH AVE.

RIGHT OF WAY ACQUISITION

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, BEING PART OF THE PARCEL AS DESCRIBED IN A DEED RECORDED AS DOCUMENT NUMBER 99-23295 IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL, THENCE SOUTH 4 DEGREES 22 MINUTES 38 SECONDS WEST, 10.00 FEET ON THE WEST RIGHT-OF-WAY LINE OF 9TH STREET A; THENCE NORTH 42 DEGREES 48 MINUTES 52 SECONDS WEST, 13.59 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 33RD AVENUE; THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS EAST, 10.00 FEET ON SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, CONTAINING 50 SQUARE FEET, MORE OR LESS. THE BASIS OF BEARINGS IS ASSUMED. THE DESCRIPTION FROM SAID DEED IS INCLUDED FOR REFERENCE BELOW.

EXHIBIT "A"

99-23295

Beginning at the Northwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Number Eight (8), Township Number Seventeen (17) North, Range One (1) West of the Fourth (4th) Principal Meridian; thence South along the West line of said Section Number Eight (8) one hundred eighty (180.0) feet; thence East parallel with the Quarter Section line of said Section Number Eight (8) seven hundred ninety-nine and twenty-nine hundredths (799.29) feet to the place of beginning of this description:

Thence Southwesterly eighty and two hundred twenty-five thousandths (80.225) feet (at an angle of eighty-one degrees and twenty-four minutes (81 degrees 24') as measured counter clockwise from the last mentioned line); thence Easterly parallel with the Quarter Section line of said Section Number Eight (8) one hundred eighty-nine and seventy-five hundredths (189.75) feet; thence Northerly Eighty (80) feet (at an angle of ninety-four degrees and twenty-three minutes (94 degrees 23') as measured clockwise from the last mentioned line); thence West one hundred eighty-four (184.0) feet parallel with the Quarter Section line of said Section Number Eight (8) to the place of beginning.

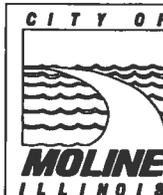
(Being the North Eighty (80) feet measured along the East line of Tract H and Tract I as shown on a survey made by C.E. Missman, registered Illinois land Surveyor on April 9, 14 and 15, 1948).

Also together with an easement for ingress, egress, construction, installation, maintenance and repair of pipes, wires and other utility matters over, across and under a certain road running from North to South and a certain road running from East to West shown on a survey of C.E. Missman and Association dated April 9, 14 and 15, 1948 which is attached hereto and made a part hereof and more particularly described as follows:

That part of the Northwest Quarter of the Southwest Quarter of Section Eight (8), Township Seventeen (17) North, Range One (1) West of the 4th Principal Meridian, Rock Island County, Illinois described as follows:

Beginning at a point which is 950.4 feet Eastely along the North side of a Township Road from the West line of said Section 8 and 627 feet South along said Section line from the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 8 and running thence at an angle 94 degrees 25' measured clockwise from the said North line of the said township Road 450.46 feet; thence at an angle of 85 degrees 37' measured clockwise 296 feet; thence at an angle of 89 degrees 24' measured counter clockwise 30 feet; thence at an angle of 90 degrees 36' measured counter clockwise 552.2 feet; thence at an angle of 90 degrees 36' measured counter clockwise 30 feet; thence at an angle of 90 degrees 36' measured counter clockwise 30 feet; thence at an angle of 89 degrees 24' measured counter clockwise 225 feet ;thence at an angle 94 degrees 23' measured counter clockwise 450.55 feet; thence at an angle of 94 degrees 25' measured counter clockwise 30.09 feet to the place of beginning. EXCEPTING the East Ten (10) feet thereof, as conveyed to the City of Moline, Illinois by Quit Claim Deed dated September 12, 1962, filed as Document No. 575138.

PARCEL #07145-5



CITY OF MOLINE  
 3305 9TH ST A  
 MOLINE, IL 61265  
 PROJECT #1248  
 9TH ST.A, 33RD - 34TH AVE.

Council Bill/Resolution No. 1050-2016

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Release and Indemnification Agreement between the City of Moline and Rick A. Coopman and Kimberly A. Coopman, husband and wife, owners of 3302 9<sup>th</sup> Street A, Moline, Illinois, Tax Parcel No. 07-145-7.

WHEREAS, Rick A. Coopman and Kimberly A. Coopman (hereinafter "Owner") are the owners of certain real estate located at 3302 9<sup>th</sup> Street A, Moline, Illinois, and legally described as set forth on Exhibit A attached hereto and incorporated herein by reference (hereinafter "Property"); and

WHEREAS, the Property has drainage issues and currently discharges through a pipe that extends from a retaining wall that runs along 9<sup>th</sup> Street A; and

WHEREAS, the City will be improving the right of way in the 3300 block of 9<sup>th</sup> Street A, which shall include upgrading the pavement; and

WHEREAS, as part of the project, the City will be removing the Owner's retaining wall along 9<sup>th</sup> Street A; and

WHEREAS, in order to properly drain storm water off the Property, the City will allow Owner to connect the drain from Owner's property into the City's system; and

WHEREAS, Owner would like to discharge excess water from the Property into Moline's storm sewer through an inlet that connects with Moline's system; and

WHEREAS, Moline is willing to allow Owner to connect to Moline's storm sewer system as long as Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection and holds Moline harmless from any damage that may result from said connection as set forth below.

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 Release and Indemnification Agreement between the City of Moline and Rick A. Coopman and Kimberly A. Coopman, husband and wife, owners of 3302 9<sup>th</sup> Street A, Moline, Illinois, Tax Parcel No. 07-145-7; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that Moline hereby grants Owner permission to connect to Moline's storm sewer as long as said connection is performed in accordance with all applicable ordinances, statutes, rules and regulations.

BE IT FURTHER RESOLVED that the Owner and Moline acknowledge that such connection shall be constructed and located on public right-of-way and shall not affect any private property other than the subject Property. Said connections may, however, affect the boulevard areas in the public right-of-way but adjacent to other private property, and Owner agrees to restore any and all such affected property to the condition it was in prior to any sewer connection construction, including, but not limited to, the restoration of driveways, sidewalks, and landscaping.

BE IT FURTHER RESOLVED that the Owner agrees to notify any and all private property owners whose property abuts the public right-of-way that will be affected by the sewer connection.

BE IT FURTHER RESOLVED that the Owner agrees to maintain the sewer connection in good repair and to perform any necessary repairs in a timely manner at Owner's sole cost and expense.

BE IT FURTHER RESOLVED that the Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection. Owner hereby agrees to defend, hold harmless and indemnify Moline, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the connection of Owner's private drainage system into Moline's storm sewer system.

BE IT FURTHER RESOLVED that this agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

April 19, 2016

Passed: April 19, 2016

Approved: April 26, 2016

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

Approved as to Form:

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

## RELEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into this 22<sup>nd</sup> day of March, 2016, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation (hereinafter "Moline"), and Rick A. Coopman and Kimberly A. Coopman, husband and wife, owners of 3302 9<sup>th</sup> Street A, Moline, Illinois, tax parcel 07-145-7.

### RECITALS:

WHEREAS, Rick A. Coopman and Kimberly A. Coopman (hereinafter "Owner") are the owners of certain real estate located at 3302 9<sup>th</sup> Street A, Moline, Illinois and legally described as set forth on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Property"); and

WHEREAS, the Property has drainage issues and currently discharges through a pipe that extends from a retaining wall that runs along 9<sup>th</sup> Street A; and

WHEREAS, the City will be improving the right of way in the 3300 block of 9<sup>th</sup> Street A, which shall include upgrading the pavement; and

WHEREAS, as part of the project, the City will be removing the Owner's retaining wall along 9<sup>th</sup> Street A; and

WHEREAS, in order to properly drain storm water off the property, the City will allow Owner to connect the drain from his property into the city's system; and

WHEREAS, Owner would like to discharge excess water from the Property into Moline's storm sewer system through an inlet that connects with Moline's system; and

WHEREAS, Moline is willing to allow Owner to connect to Moline's storm sewer system as long as Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection and holds Moline harmless from any damage that may result from said connection as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, Moline and the Owner hereby agree as follows:

1. Moline hereby grants Owner permission to connect to Moline's storm sewer as long as said connection is performed in accordance with all applicable ordinances, statutes, rules and regulations.
2. Owner and Moline acknowledge that such connection shall be constructed and located on public right-of-way and shall not affect any private property other than the subject Property. Said connection may, however, affect the boulevard areas in the

public right-of-way but adjacent to other private property, and Owner agrees to restore any and all such affected property to the condition it was in prior to any sewer connection construction, including, but not limited to, the restoration of driveways, sidewalks, and landscaping.

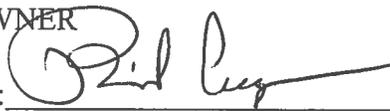
3. Owner agrees to notify any and all private property owners whose property abuts the public right-of-way that will be affected by the sewer connection.
4. Owner agrees to maintain the sewer connection in good repair and to perform any necessary repairs in a timely manner at Owner's sole cost and expense.
5. Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection. Owner hereby agrees to defend, hold harmless and indemnify Moline, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the connection of Owner's private drainage system into Moline's storm sewer system.
6. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

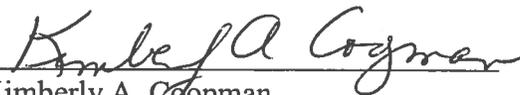
WITNESS MY HAND AND SEAL THIS 22<sup>nd</sup> DAY OF March, 2016.

CITY OF MOLINE, ILLINOIS,

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

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

OWNER  
By:   
Rick A. Coopman

By:   
Kimberly A. Coopman

Approved as to Form:

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

Exhibit A

Legal Description

Beginning at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 8, Township 17 North, Range 1 West of the 4<sup>th</sup> P.M.; thence South along the West line of said Section 8, 180 feet; thence East parallel with the Quarter Section Line of said Section 8, 1013.38 feet to the place of beginning of this description; thence Southerly 224.88 feet (at an angle of 85° 35' as measured counter clockwise from the last mentioned line); thence Easterly 89.3 feet; thence North 224.4 feet parallel to the East line of the Northwest Quarter of the Southwest Quarter of said Section 8; thence West 75 feet parallel to the Quarter Section line of said Section 8 to the place of beginning; situated in the County of Rock Island, and the State of Illinois together with all the hereditaments and appurtenances thereunto belonging.

Council Bill/Resolution No. 1051-2016

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Release and Indemnification Agreement between the City of Moline and H. James Stout and Clarine A. Stout, husband and wife, owners of 3309 9<sup>th</sup> Street A, Moline, Illinois, Tax Parcel No. 07-145-6.

WHEREAS, H. James Stout and Clarine A. Stout (hereinafter "Owner") are the owners of certain real estate at 3309 9<sup>th</sup> Street A, Moline, Illinois, and legally described as set forth on Exhibit A attached hereto and incorporated herein by reference (hereinafter "Property"); and

WHEREAS, the Property has drainage issues and currently discharges through a pipe that extends from a retaining wall that runs along 9<sup>th</sup> Street A; and

WHEREAS, the City will be improving the right of way in the 3300 block of 9<sup>th</sup> Street A, which shall include upgrading the pavement; and

WHEREAS, as part of the project, the City will be removing the Owner's retaining wall along 9<sup>th</sup> Street A; and

WHEREAS, in order to properly drain storm water off the Property, the City will allow Owner to connect the drain from Owner's property into the City's system; and

WHEREAS, Owner would like to discharge excess water from the Property into Moline's storm sewer through an inlet that connects with Moline's system; and

WHEREAS, Moline is willing to allow Owner to connect to Moline's storm sewer system as long as Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection and holds Moline harmless from any damage that may result from said connection as set forth below.

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 Release and Indemnification Agreement between the City of Moline and H. James Stout and Clarine A. Stout, husband and wife, owners of 3309 9<sup>th</sup> Street A, Moline, Illinois, Tax Parcel No. 07-145-6; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that Moline hereby grants Owner permission to connect to Moline's storm sewer as long as said connection is performed in accordance with all applicable ordinances, statutes, rules and regulations.

BE IT FURTHER RESOLVED that the Owner and Moline acknowledge that such connection shall be constructed and located on public right-of-way and shall not affect any private property other than the subject Property. Said connections may, however, affect the boulevard areas in the public right-of-way but adjacent to other private property, and Owner agrees to restore any and all such affected property to the condition it was in prior to any sewer connection construction, including, but not limited to, the restoration of driveways, sidewalks, and landscaping.

BE IT FURTHER RESOLVED that the Owner agrees to notify any and all private property owners whose property abuts the public right-of-way that will be affected by the sewer connection.

BE IT FURTHER RESOLVED that the Owner agrees to maintain the sewer connection in good repair and to perform any necessary repairs in a timely manner at Owner's sole cost and expense.

BE IT FURTHER RESOLVED that the Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection. Owner hereby agrees to defend, hold harmless and indemnify Moline, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the connection of Owner's private drainage system into Moline's storm sewer system.

BE IT FURTHER RESOLVED that this agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

April 19, 2016

Passed: April 19, 2016

Approved: April 26, 2016

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

Approved as to Form:

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

## RELEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into this 3 day of MARCH, 2016, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation (hereinafter "Moline"), and H. James Stout and Clarine A. Stout, husband and wife, owners of 3309 9<sup>th</sup> Street A, Moline, Illinois, tax parcel 07-145-6.

### RECITALS:

WHEREAS, H. James Stout and Clarine A. Stout (hereinafter "Owner") are the owners of certain real estate located at 3309 9<sup>th</sup> Street A, Moline, Illinois and legally described as set forth on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Property"); and

WHEREAS, the Property has drainage issues and currently discharges from a pipe through a retaining wall that runs along 9<sup>th</sup> Street A; and

WHEREAS, the City will be improving the right of way in the 3300 block of 9<sup>th</sup> Street A, which shall include upgrading the pavement;

WHEREAS, as part of the project, the City will be removing the Owner's retaining wall along 9<sup>th</sup> Street A; and

WHEREAS, in order to properly drain storm water off the property, the City will allow Owner to connect the drain from his property into the city's system; and

WHEREAS, Owner would like to discharge excess water from the Property into Moline's storm sewer system through an inlet that connects with Moline's system; and

WHEREAS, Moline is willing to allow Owner to connect to Moline's storm sewer system as long as Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection and holds Moline harmless from any damage that may result from said connection as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, Moline and the Owner hereby agree as follows:

1. Moline hereby grants Owner permission to connect to Moline's storm sewer as long as said connection is performed in accordance with all applicable ordinances, statutes, rules and regulations.
2. Owner and Moline acknowledge that such connection shall be constructed and located on public right-of-way and shall not affect any private property other than the subject Property. Said connection may, however, affect the boulevard areas in the public right-of-way but adjacent to other private property, and Owner agrees to

restore any and all such affected property to the condition it was in prior to any sewer connection construction, including, but not limited to, the restoration of driveways, sidewalks, and landscaping.

3. Owner agrees to notify any and all private property owners whose property abuts the public right-of-way that will be affected by the sewer connection.
4. Owner agrees to maintain the sewer connection in good repair and to perform any necessary repairs in a timely manner at Owner's sole cost and expense.
5. Owner assumes and accepts responsibility for any and all claims and damages that may arise as a result of said connection. Owner hereby agrees to defend, hold harmless and indemnify Moline, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the connection of Owner's private drainage system into Moline's storm sewer system.
6. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

WITNESS MY HAND AND SEAL THIS 7 DAY OF March, 2016.

CITY OF MOLINE, ILLINOIS,

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

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

OWNER

By: H. James Stout  
H. James Stout

By: Clarine A. Stout  
Clarine A. Stout

Approved as to Form:

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

## Exhibit A

### Legal Description

Beginning at the Northwest Corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Number Eight (8), Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian; thence South along the West line of said Section Number Eight (8), 180.0 feet; thence East parallel with the Quarter Section line of said Section Number Eight (8), 799.29 feet; thence Southwesterly 80.225 feet (at an angle of 81 degrees and 24 minutes as measured counterclockwise from the last mentioned line) to the place of beginning of this description; thence Southwesterly 80.225 feet (at an angle of 81 degrees and 24 minutes as measured counterclockwise from the last mentioned line) thence Easterly parallel with the Quarter Section line of said Section Number Eight (8), 195.5 feet; thence Northerly 80 feet (at an angle of 94 degrees and 23 minutes as measured clockwise in the last mentioned line); thence West 189.75 feet parallel with the Quarter Section line of said Section Number Eight (8) to the place of beginning, EXCEPT that part deeded to the City of Moline for road purposes; situated in the County Rock Island, in the State of Illinois.

Council Bill/Resolution No.: 1052-2016

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Quad Cities Classic scheduled for Sunday, May 8, 2016.

\_\_\_\_\_

WHEREAS, Cornbelt Running Club is sponsoring a road race included in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require temporary lane closure of the northernmost east-bound lane of 5<sup>th</sup> Avenue (Illinois 92) from the westernmost side of 1<sup>st</sup> Street to the easternmost side of 11<sup>th</sup> Street, 5<sup>th</sup> Avenue (Illinois 92) from the westernmost side of 11<sup>th</sup> Street to the easternmost side of 26<sup>th</sup> Street (all lanes), 10<sup>th</sup> Street from the northernmost side of 5<sup>th</sup> Avenue (Illinois 92) to the southernmost lane of 4<sup>th</sup> Avenue (all lanes), and the southernmost west-bound lane of 4<sup>th</sup> Avenue from the easternmost side of 10<sup>th</sup> Street to westernmost side of 1<sup>st</sup> Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorized the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to temporarily close the northernmost east-bound lane of 5<sup>th</sup> Avenue (Illinois 92) from the westernmost side of 1<sup>st</sup> Street to the easternmost side of 11<sup>th</sup> Street, 5<sup>th</sup> Avenue (Illinois 92) from the westernmost side of 11<sup>th</sup> Street to the easternmost side of 26<sup>th</sup> Street (all lanes), 10<sup>th</sup> Street from the northernmost side of 5<sup>th</sup> Avenue (Illinois 92) to the southernmost lane of 4<sup>th</sup> Avenue (all lanes), and the southernmost west-bound lane of 4<sup>th</sup> Avenue from the easternmost side of 10<sup>th</sup> Street to westernmost side of 1<sup>st</sup> Street be and it is hereby requested of the State.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 6:30 a.m. to 10:30 a.m. on Sunday, May 8, 2016.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a road race.

BE IT FURTHER RESOLVED that temporary lane closure of the northernmost east-bound lane of 5<sup>th</sup> Avenue (Illinois 92) from the westernmost side of 1<sup>st</sup> Street to the easternmost side of 11<sup>th</sup> Street, 5<sup>th</sup> Avenue (Illinois 92) from the westernmost side of 11<sup>th</sup> Street to the easternmost side of 26<sup>th</sup> Street (all lanes), 10<sup>th</sup> Street from the northernmost side of 5<sup>th</sup> Avenue (Illinois 92) to the southernmost lane of 4<sup>th</sup> Avenue (all lanes), and the southernmost west-bound lane of 4<sup>th</sup> Avenue from the easternmost side of 10<sup>th</sup> Street to westernmost side of 1<sup>st</sup> Street be and it is hereby requested of the State.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed from the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline shall provide comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agent as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
April 19, 2016

\_\_\_\_\_  
Date

Passed: April 19, 2016

Approved: April 26, 2016

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

Approved as to Form:

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

Council Bill/Resolution No. 1053-2016

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

A RESOLUTION

AUTHORIZING \_\_\_\_\_ the ceding of Home Rule Volume Cap Authority.

WHEREAS, the Internal Revenue Code of 1986 provides that the amount of home rule volume cap which may be used by the City of Moline (the "City") as a constitutional home rule unit is equal to its population multiplied by \$100; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 et. seq., provides, among other things, that the corporate authorities of any home rule unit may reallocate to a state agency any portion of its unused allocation of volume cap; and

WHEREAS, the City has available year 2016 volume cap and desires to utilize this cap in cooperation with the Quad Cities Regional Economic Development Authority (QCREDA) to support projects that will create jobs and expand the City's tax base.

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

That the City of Moline, Illinois, hereby authorizes the ceding of Home Rule Volume Cap Authority.

BE IT FURTHER RESOLVED that the City of Moline, Illinois, hereby agrees to reallocate to the Quad Cities Regional Economic Authority (QCREDA) its 2016 home rule volume cap allocation in the amount of \$4,268,500 to be used to support projects that will provide job opportunities and new investments.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to execute a Letter of Agreement with QCREDA consenting to such allocation on behalf of the City as authorized.

BE IT FURTHER RESOLVED that the Finance Director shall provide a notice of cash allocation to the Office of the Governor of the State of Illinois and that this resolution shall be effective from and after its passage.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
April 19, 2016

\_\_\_\_\_  
Date

Passed: April 19, 2016

Approved: April 26, 2016

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

City Clerk

Approved as to Form:

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

## CITY OF MOLINE

### POLICY ON CEDING OF HOME RULE VOLUME CAP

**1. Home Rule Volume cap will first be used to support any eligible economic development project within the City of Moline.** Private activity bonds allow a business to access below market rate financing for an eligible activity. Current IRS rules restrict the types of uses for private activity bonds to manufacturing projects. These bonds may be issued under certain conditions for residential rental property, airports, docks, wharves, mass communing facilities, high-speed rail facilities, sewage, solid waste or hazardous waste disposal facilities, environmental enhancements of hydroelectric generating facilities, facilities for the local furnishing of electric energy or gas, facilities for the furnishing of water, or local district heating or cooling facilities. As there is a value to the City to be able to offer this type of financing for appropriate projects, it therefore shall be retained as long as possible prior to the May 1st deadline for ceding of authority.

**2. If no economic development projects are identified prior, the City of Moline will consider ceding its authority to another area community for a pending economic development project.** A neighboring Illinois community may request volume cap to undertake an economic development project. It would be possible that the project could have some benefit to Moline residents (i.e. job creation). Therefore, if the City has no use for its authority and a neighboring community does, the cap would be ceded to the neighboring community.

**3. If volume cap is not used to support an economic development project within the City of Moline or is not ceded to another area community for a pending economic development project, the City's volume cap will be ceded to the Quad City Regional Economic Development Authority.** Ceding the authority to QCREDA has several advantages. First, it allows the City to control its use until September of each year thereby extending the opportunity to use the volume cap as an economic development tool. Second, it avoids the volume cap allocation reverting to the State and its use completely out of the City's control. Finally, if the volume cap is not used by the City and can be used by QCREDA, it ensures that the project will be used within QCREDA's area of coverage (Rock Island, Henry, and Mercer Counties) with the potential to provide some area-wide or indirect benefit to the City of Moline.

**CITY OF MOLINE  
PRIVATE ACTIVITY BOND AUTHORITY HISTORY**

1989	Single Family Mortgage Program
1990	Ceded back to the State
1991	Ceded back to the State
1992	Ceded back to the State
1993	Single Family Mortgage Program
1994	City of East Moline (Water Service Extension Project)
1995	QCREDA
1996	QCREDA (Plastic Products Company)
1997	QCREDA
1998	QCREDA
2000	Single Family Mortgage Program
2001	QCREDA and Illinois Housing Development Authority (50/50)
2002	QCREDA (Heritage Woods Housing Project) and Illinois Housing Development Authority (50/50)
2003	QCREDA (Pheasant Ridge Housing Project)
2004	QCREDA (One Moline Place) and Illinois Housing Development Authority (48/52)
2005	QCREDA and Illinois Housing Development Authority (50/50)
2006	QCREDA and Illinois Housing Development Authority (33/67)
2007	QCREDA and Illinois Housing Development Authority (30/70)
2008	QCREDA (\$1.5M) IHDA (\$2,147,860)
2009	QCREDA (\$2,871,440) IHDA (\$1,000,000)
2010	QCREDA
2011	QCREDA
2012	QCREDA
2013	QCREDA
2014	QCREDA

Council Bill/Resolution No. 1054-2016

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

A RESOLUTION

AUTHORIZING the Fleet Manager to execute a Business Vehicle Lease with Courtesy Car City in Moline, Illinois, for covert police vehicles.

WHEREAS, Fleet Services provides covert vehicles to the Police Department for undercover operations; and

WHEREAS, once these vehicles have been identified, or “burned,” it becomes necessary to reassign the vehicle somewhere else in the fleet to maintain anonymity and officer safety; and

WHEREAS, City staff has been working on the concept of leasing vehicles for covert operations for several years; and

WHEREAS, Courtesy Car City has come to terms on a program that will satisfy the needs of the City under a lease plan for used vehicles; and

WHEREAS, the program covers the specialized needs of covert operations at a lower cost to the City than the historical cost of purchasing used units.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize the Fleet Manager to execute a Business Vehicle Lease with Courtesy Car City in Moline, Illinois, for covert police vehicles; provided, however, that said lease is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

April 19, 2016

\_\_\_\_\_  
Date

Passed: April 19, 2016

Approved: April 26, 2016

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

Approved as to Form:

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

## VEHICLE LEASE SCHEDULE

This Vehicle Lease Schedule, a part of the Business Vehicle Lease, by and between the parties hereto, made and entered into on the date hereinafter set forth by and between Courtesy Car City, a corporation authorized to and doing business in the State of Illinois, hereinafter referred to as "Lessor" and The City of Moline, Illinois, hereinafter referred to as "Lessee".

### I. VEHICLE DESCRIPTION

1. Lessee shall lease two (2) vehicles from Lessor that will be rotated every six (6) months.
2. The first vehicle will be kept for either a three (3) or nine (9) month leasing period to begin a staggered rotation of vehicles.
3. Of said vehicles, one (1) shall be a pick-up truck or sport utility vehicle.
4. Vehicles leased will be three (3) years old or newer models.
5. Due to the nature of use for rented vehicles, should one be "burned" or identified, Lessee retains the right to exchange vehicle prior to the six (6) month rotation without penalty.
6. Optional equipment will be the sole responsibility of the Lessee to purchase, install and remove.

### II. LEASE TERM

This lease term is for twelve (12) months commencing on the delivery date of the first vehicle, with option to renew for a period of up to twenty four (24) months or another term agreed upon by Lessee and Lessor. Lessee and Lessor agree to meet sixty (60) days prior to renewal to discuss agreement.

### III. AMOUNT OF RENT

The rental amount will be \$465.00 per month, per vehicle leased.

### IV. PAYMENT OF RENT

Rent is payable once per month, in advance, on the first day of each month during the lease term at Lessor's place of business.

### V. HOLDOVER AT EXPIRATION OF LEASE

Should Lessee holdover at the expiration of this lease, the lease shall continue from month to month at the same rental price as provided herein.

### VI. SETTLEMENT OPTIONS AT EXPIRATION OF LEASE

At expiration of lease, Lessee shall surrender the vehicles to Lessor.

## BUSINESS VEHICLE LEASE

This Business Vehicle Lease, by and between the parties hereto, made and entered into on the date hereinafter set forth by and between Courtesy Car City, a corporation authorized to and doing business in the State of Illinois, hereinafter referred to as "Lessor" and The City of Moline, Illinois, hereinafter referred to as "Lessee".

### I. LEASED VEHICLES AND RENTAL

Lessor agrees to lease to Lessee, and the Lessee agrees to lease from Lessor, the motor vehicles specified in the Vehicles Lease Schedule attached hereto of the models therein described, including the standard and extra equipment, if any, therein described, at the rental per month also specified in said Vehicle Lease Schedule. When used in this agreement, the term "vehicle" shall mean a motor vehicle leased hereunder with all such equipment. Any additions to or deletions from said Vehicle Lease Schedule, when agreed of vehicles, shall be shown on the Vehicle Lease Schedule. Substitutions of a vehicle or related equipment for any other vehicle or equipment, or an addition of equipment will be shown on the Vehicle Lease Schedule. This agreement shall constitute the master lease and shall be deemed to comprise as many individual leases as there are vehicles which may be delivered by Lessor to Lessee under an original individual Vehicle Lease Schedule or supplements thereto.

### II. OWNERSHIP OF VEHICLES

This agreement is for lease only and may not be construed as a contract for the sale of vehicles. Lessee acknowledges that Lessor is the owner of all vehicles leased hereunder. Lessee further agrees that it does not acquire any legal or equitable interest in leased vehicles but shall merely have the possessory right to use and operate the vehicles, which possessory right shall be forfeited upon the termination or expiration of this lease agreement as hereinafter provided.

### III. PAYMENT OF RENT

The rental payments shall be payable monthly in advance. All rent payments shall be made at such place or places as Lessor may designate and are due and payable at the time specified in each Vehicle Lease Schedule without deduction, setoff or counterclaim. The rent period for each vehicle shall commence upon the day of delivery of such vehicle and shall terminate on the day when such vehicle is returned to the Lessor.

### IV. TERM

The term of this agreement shall be the period appearing in each Vehicle Lease Schedule, commencing on the delivery date of such vehicle. The delivery date of any vehicle shall be the earlier of the date such vehicle is delivered to Lessee or five (5) days from the date Lessee is notified that the vehicle is ready for delivery.

Lessee may, with Lessor's approval, extend the lease term of any or all vehicles on the month to month basis at the quoted rates by giving Lessor written notice of such election at least thirty (30) days in advance of the expiration of the basic term, which notice shall include the serial numbers and location of such vehicle to be extended.

Lessor may similarly extend the term of said vehicle leases up to the maximum of one (1) month without Lessee's approval. After notice of the Lessee's intention to extend this agreement, Lessor shall have the immediate right to conduct an inspection of said vehicle at the time and place that the Lessor selects. Lessee's failure to surrender the vehicle for inspection under this section, prior to extending the original lease, shall give the Lessor the option to cancel this agreement and reclaim the leased vehicle(s) immediately. If the vehicle is stolen or disappears, Lessee shall forthwith notify the appropriate local authorities and Lessor at Lessor's home office. If a vehicle is stolen or disappears, or is destroyed or so damaged that it cannot economically be placed in good working order, the lease shall terminate with respect to such vehicle, and the resulting expense, shall be borne as elsewhere provided in this agreement. Lessor shall have the right to verify such damage at its option.

V. SUBSTITUTION OF VEHICLES

Lessor shall have the right to substitute for any vehicle under lease a vehicle of comparable type and condition. In the event of any substitution of vehicles, the term shall be computed from the date of delivery of any substitute vehicles. Lessor may substitute optional equipment and body styles with comparable options should the requested equipment or options be unavailable; for which the Lessor shall not be liable.

VI. STATE, COUNTY AND CITY REGISTRATIONS AND LICENSES

Vehicles shall be title in the Lessor's name, and the title and/or certificate of registration to all vehicles shall clearly indicate the Lessor is both the legal and registered owner of said vehicles. Lessee shall be responsible for the licensing of the vehicles. Lessee shall obtain and pay for any inspections of leased vehicles required during the term of this agreement by any governmental authority.

VII. TAXES

To the extent, if any, that Lessee does not enjoy tax-exempt status, Lessee shall pay all federal, state and local sales, use, excise, personal property and other taxes and all governmental assessments, fees and charges imposed on or in connection with any vehicle, or on the lease, use, ownership or possession thereof. Lessee shall file any necessary returns connected therewith and shall furnish adequate proof of payment to Lessor. Should it be necessary for Lessor to pay any such taxes, assessments, fees or charges, Lessee shall reimburse Lessor therefore plus any charges for delinquency.

VIII. REPAIR AND MAINTENANCE

1. Lessor shall be responsible to keep and maintain each vehicle in good operating condition and working order, and shall complete all necessary repairs and replacements to such vehicle. Title to all replacement parts shall vest in Lessor. Lessee shall provide all gasoline, oil and similar items required for the proper operation and/or protection of each vehicle.
2. Lessee shall carry out the servicing and maintenance of such vehicle in accordance with the manufactures suggested maintenance program. Lessor shall not be obligated to pay for any washing, parking, garage, highway or other fees or tolls or

liens of any nature that may be incurred in connection with the operation of each vehicle.

3. Lessee shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or driver thereof during the lease term. Lessee shall hold the Lessor harmless from any and all fines, penalties and forfeitures imposed on account of the operation of the vehicle in violation of any law or ordinance, together with expenses incurred by the Lessor in connection therewith.

#### IX. INSURANCE

1. Lessee, which is a municipal corporation, acknowledges itself to be self-insured and accordingly agrees to protect, defend, indemnify and hold harmless Lessor from and against any losses, penalties, damages, settlements, costs, charges or other expenses or liabilities of any kind or type arising in connection with Lessee's use of the leased vehicle(s) hereunder, including reasonable attorney's fees which Lessor may become subjected to in protecting itself from any such claim or claims. Further, the value established throughout the term of this lease for any vehicle hereunder shall be as is expressed in the Vehicle Lease Schedule.
2. All claims, including bodily injury, property damage, or vehicle damage, shall be reported immediately to Lessor.

#### X. RETURN OF LEASED VEHICLES

Upon the expiration or termination of the lease for any cause as to any vehicle or upon substitution of any vehicle, said vehicle shall be returned forthwith and without delay to Lessor at Lessee's expense to Lessor's place of business. Except as hereinafter specified with regard to the appearance of such vehicle, the Lessee shall return such vehicle in good condition and order, ordinary wear and tear and natural depreciation excepted; the Lessee shall pay as additional rent, the Lessor's cost of repairing, or replacing any damage to the vehicle occasioned (a) by improper, negligent, abusive or reckless treatment in the care and operation of vehicle, (b) by traffic accidents, (c) by operation and maintenance without proper oil, water or other necessary lubricants or items, or (d) by towing, pushing, plowing and illegal uses. Lessee shall give Lessor thirty (30) days advance written notice by certified mail of serial numbers and locations of vehicles to be taken off lease.

#### XI. INDEMNIFICATION

- A. Each party agrees to indemnify and save the other party, its officers, agents, servants and employees, harmless from and against any and all claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising from negligent, willful and wanton, or intentional acts of such indemnifying party's officers, agents, servants, and employees.

- B. Lessee agrees to pay any and all costs of repossession together with reasonable attorney's fees and costs which grow out of any suit, or suits, commenced by Lessor under this provision.

## XII. LESSEE'S DAMAGES

Lessor shall not be responsible to Lessee, or its agents, servants, or employees, for loss of business or other damage caused by an interruption of the service herein to be furnished by Lessor, by time lost in the repairing or replacing of any vehicle, nor for any loss, injury or damage arising out of or relating to Lessor's failure to deliver vehicles pursuant hereto by reason of strikes. Lessor assumes no liability or responsibility for any acts or omissions of Lessee or of Lessee's agents, servants, or employees, or for any property of Lessee, its agents, servants or employees or any other persons, property which is damaged, lost or stolen in or from the vehicles.

## XIII. OPERATION OF VEHICLES

1. Lessee shall not permit any vehicle to be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations, and Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeitures, damages or penalties resulting from violation of such laws, ordinances, rules, regulations or statutes. Lessor shall forward to Lessee any notices, fines or other penalties levied received by Lessor in connection with the use of leased vehicles, and may pay such fines if Lessee does not do so or contest such within ten (10) days of the date of Lessor's notice and bill Lessee therefore immediately.
2. Lessee shall require that any operation of any vehicle shall possess a valid Iowa or Illinois Drivers License with the appropriate classification for authorizing said person to operate such vehicle.
3. Lessee shall notify Lessor immediately of any and all accidents involving leased vehicles. Such notice shall be by telephone and in writing and shall include full details of the accident and the name and address of all parties and the witnesses. Lessee shall keep Lessor fully informed of all claims, lawsuits or proceedings arising out of any accident involving a leased vehicle. Lessee shall forward to Lessor a copy of every demand, notice, summons or other process received in connection with any and all claims, suits or other legal proceedings resulting from an accident involving a vehicle leased under this agreement.
4. Except with the proper written consent of Lessor, the use of all vehicles shall be limited to the continental limits of the United States and Canada.
5. The Lessor may inspect, adjust or repair any vehicle, upon the Lessee's premises or elsewhere at any and all reasonable times, and the Lessee shall cooperate fully to facilitate such inspections, adjustments, and repairs.

6. The Lessee agrees not to assign this agreement or sublease any leased vehicles. Lessee shall not permit any vehicle leased hereunder to be used for hire or as a common carrier.
7. In no event shall any vehicle leased hereunder be operated by any person under the influence of alcohol or narcotics.
8. The Lessor shall have the right to cancel this agreement with reference to any vehicle so operated and demand that the person so operating the vehicle be forbidden to drive any vehicle leased hereunder.

#### XIV. DEFAULT AND TERMINATION BY LESSEE

1. In the event that the Lessee fails to pay in full on the due date any payment due hereunder, or defaults in the performance of any of the terms, conditions or covenants contained herein, or in the event of the Lessee's bankruptcy or insolvency, upon ten (10) days written notice to Lessee, the Lessor shall have the right to take immediate possession of the vehicle wherever found, with or without process of law, and to terminate the lease with respect to such vehicle; and the Lessee expressly authorized the Lessor and its agents to enter on any premises where the vehicle may be found for the purpose of repossessing the said vehicle and expressly waives any further interest in the vehicle and any right of action arising out of such entry and repossession. The Lessor shall not be liable in damages for any termination pursuant to this paragraph and no termination of this agreement by the Lessor or repossession of any vehicle shall in any way relieve the Lessee of liability for any sum or sums due or to become due to the Lessor under this agreement, or to any damages which the Lessor shall have sustained as a result of any default by the Lessee, including but not limited to the cost of repossession. Should suit be instituted by Lessor to enforce any of the terms or provisions of this agreement Lessee agrees to pay Lessor reasonable attorney's fees incurred in such suit or suits. In the event that Lessee has defaulted or breached the terms and conditions of this agreement, Lessee shall pay to the Lessor any accrued unpaid rent. The mention herein of any particular remedy shall not preclude the Lessor from any other remedy at law or equity, nor shall the exercise of one remedy preclude the exercise of another.
2. If any vehicle is lost, stolen or disappears, or is destroyed or so damaged, in the Lessor's judgment, it cannot be economically placed in good working order, the lease shall terminate with respect to such vehicle. Said termination shall be effective thirty (30) days from the date of notice by Lessee of loss, theft or damage. If a vehicle is lost, stolen or so damaged or disappears or is destroyed, the Lessee is liable to Lessor as otherwise provided herein. In addition, the Lessee agrees to pay the present monthly installment, then due, if said loss or damage occurs on or after the installment due date and all monies then due the Lessor. The Lessor reserves the option to offer a replacement or substitute vehicle which vehicle shall be subject to the terms of this lease, or Lessor and Lessee may execute a new lease should the Lessor exercise its option to provide a replacement vehicle.

3. Notwithstanding anything to the contrary herein, this lease agreement terminates automatically without notice, with respect to all vehicles on (a) an attempted assignment by Lessee of the Lease Agreement, (b) or any assignment by Lessee for the benefit of creditors.
4. In the event of the institution of voluntary or involuntary proceedings by Lessee in bankruptcy or under insolvency laws or for the corporate reorganization, arrangement, receivership or dissolution, Lessor shall thereupon be entitled to take immediate possession of all vehicles and may have such further relief to which it is entitled under any of the provisions of this lease in addition to any and all rights in law or equality.
5. If upon the termination, cancellation or breach of this agreement, the Lessee fails or refuses to return the leased vehicle(s) to the Lessor, upon demand by the Lessor, said failure or refusal to return the lease vehicle(s) may be considered as a conversion and treated as a theft of the vehicle(s) and the Lessor shall have the right to notify and request the police authorities to recover same as a stolen vehicle.

XV. SETTLEMENT OPTION AT EXPIRATION

Lessee's settlement options at expiration of each lease are as states in the Vehicle Lease Schedule pertaining to each vehicle.

XVI. SPECIAL PROVISIONS

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XVII. GENERAL PROVISIONS

1. This lease has been executed in duplicate original copies and constitutes the entire agreement between the parties hereto and shall be binding on their heirs, executors, administrators and their legal representatives, successors and assignees. All Vehicle Lease Schedules expressly constitute a part of this lease and are hereby incorporated by reference. This lease shall not be effective until executed by Lessor and cannot be amended or altered in any manner unless such amendment be signed by Lessor and Lessee. No forbearance to exercise any right or privilege under this lease or waiver of any breach of any of its terms shall be construed as a waiver of any such terms, rights or privileges, but the same shall continue and remain in full force and effect the same as if no such forbearance or waiver had occurred.
2. Neither this lease nor any interest herein may be assigned by Lessee without the prior consent of Lessor thereto in writing. This lease or its interest or any rent due to become due may, however, be assigned by Lessor without consent of Lessee, but

subject to the right of Lessee hereunder. Nothing contained in this instrument shall be deemed to prevent the Lessor from pledging its interest in said vehicle either before or after the delivery thereof to the Lessee to secure financing of said vehicles.

3. Any notice given by one party to the other under this lease shall be given in writing at the address of the party as set out in this lease, or at such other address as may have been furnished in writing for such purpose.
4. Lessee shall notify Lessor immediately in writing of any changes or liens of any kind whatsoever imposed upon the vehicles and at its option Lessor may discharge the same on behalf of Lessee and all such advances by Lessor shall be added to the unpaid balance of the rentals due there under and shall be repayable by Lessee to Lessor on demand, together with the interest thereon at the highest legal contract rate until paid.
5. This lease shall be interpreted under and governed by the laws of Illinois. If any provision hereof or the application of any person or circumstance is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Courtesy Car City  
Lessee

BY: 

\_\_\_\_\_  
General Manager  
Title

\_\_\_\_\_  
City of Moline  
Lessor

BY: \_\_\_\_\_

\_\_\_\_\_  
Fleet Manager  
Title

IN WITNESS WHEREOF, the parties hereto have executed this Vehicle Lease Schedule as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Courtesy Car City  
Lessee

BY: 

\_\_\_\_\_  
General Manager  
Title

\_\_\_\_\_  
City of Moline  
Lessor

BY: \_\_\_\_\_

\_\_\_\_\_  
Fleet Manager  
Title

	A	B	C	D	E	F	G
1	<b>Cost Analysis Lease vs Used</b>						
2	<b>Universal Variable Data</b>			<b>Derived Values</b>		<b>FORMULA/SOURCE:</b>	
3	Target Months in Service:	36	Actual Months:	36	Actual Months in Service given the Maximum Replacement Mileage and Mileage-per-Month set by policy		
4	Target Replacement Mileage:	36,000	Actual Mileage:	36,000	Actual Miles at Replacement given the Maximum Service Months and Mileage-per-Month set by policy		
5	Expected Mileage-per-Month:	1,000	Daily Mileage:	32.9	Expected Average Miles-per-Month driven; Average Daily Miles driven given the Mileage-per-Month entered		
6	Entity Annual Interest Rate:	0.75%	Monthly Interest:	0.063%	Annual Interest Rate/12-months		
7	Office Overhead Fee (%):	0.00%			Figured from office overhead costs (salaries, administrative, etc.) (enter either a % or flat rate--enter "0" in the one not used)		
8	Office Overhead Fee (Flat Rate):	\$ -			Figured from office overhead costs (salaries, administrative, etc.) (enter either a % or flat rate--enter "0" in the one not used)		
9	Book Depreciation Rate:	1.67%			Rate set by government entity for all capital/rolling stock items.		
10	Fuel Cost-per-Gallon:	\$ 1.60			Average price of fuel per gallon		
11	Estimated Personal Use:	0%			Percentage of personal use for which the employee reimburses the employer (enter 0 if you will not charge for personal use)		
12	Current Running Cost-per-Mile	\$ 0.33			Vehicle cost-per-mile, either from leasing companies or from actual experience		
13							
14		<b>Lease</b>	<b>Used Purchase</b>		Enter the vehicle models being analyzed		
15	<b>Acquisition Cost</b>						
16	36 Mo Lease/Used Purchase Price	\$ 16,740.00	\$ 25,335.00		Obtained from lessor, dealer or alternate source		
17	Dealer Holdback Adjustment				Obtained from lessor, dealer or alternate source - incentive portion normally given to dealer		
18	AFV Incentive/Credit	\$ -	\$ -		Tax credit or incentive (AFV's, Clean Air Credits, etc.) - enter only if appears on invoice.		
19	Mfg. Additional Incentive				Obtained from lessor, dealer or alternate source - added incentive for early order, etc.		
20	Fleet Incentive				Obtained from lessor, dealer or alternate source - special fleet discounts		
21	<b>Net Acquisition Cost</b>	<b>\$ 16,740.00</b>	<b>\$ 25,335.00</b>		Factory Invoice Price - Dealer Holdback Adjustment - Mfg.. Additional Incentive - Fleet Incentives [or value from leasing company]		
22							
23	Effective Depreciation	\$ 16,740.00	\$ 17,110.00		Net Acquisition Cost - Projected Resale Price, OR Net Acquisition Cost - Price by Month Adjustment		
24	Projected Resale Price	\$ -	\$ 8,225.00		Value from a finance or lease guide or actual fleet history for months in service with mileage adjustment (Month of September)		
25	Number of Months Past September	0	0		Number of months past optimum September replacement month		
26	Price by Month Adjustment	\$ -	\$ -		Amended projected resale value based on number of months past optimum replacement month of September		
27	Cost of Money	\$ 266.57	\$ 403.44		Cost of Money not invested for rate of return. (Year 1 interest + Year 2 interest + Year 3 interest + Year 4 interest + Year 5 interest)		
28	Year 1	\$ 114.02	\$ 172.56		(Net Vehicle Cost * Year 1 Interest Factor) * Year 1 Total Months [see table in lower left of sheet]		
29	Year 2	\$ 88.86	\$ 134.48		(Net Vehicle Cost * Year 2 Interest Factor) * Year 2 Total Months [see table in lower left of sheet; subtract all months from previous years]		
30	Year 3	\$ 63.70	\$ 96.40		(Net Vehicle Cost * Year 3 Interest Factor) * Year 3 Total Months [see table in lower left of sheet; subtract all months from previous years]		
31	Year 4	\$ -	\$ -		(Net Vehicle Cost * Year 4 Interest Factor) * Year 4 Total Months [see table in lower left of sheet; subtract all months from previous years]		
32	Year 5	\$ -	\$ -		(Net Vehicle Cost * Year 5 Interest Factor) * Year 5 Total Months [see table in lower left of sheet; subtract all months from previous years]		
33	Fleet Administrative Expenses	\$ -	\$ -		Vehicle Replacement and Overhead Management Fee		
34	Build Time Delay Cost	\$ -	\$ -		The current cost of owning and maintaining a vehicle anyway until new unit comes in based on cost per mile, daily mileage, and days over least delivery time.		
35	Days Over Least Delivery Time	0	0		Calendar days over least amount of delivery time of any of the three selected vehicles.		
36	Delivery Days	0	0		Calendar days for guaranteed delivery (enter "0" if does not apply or there is no added cost to provide transportation while awaiting delivery)		
37	AFV TAX CREDIT	\$ -	\$ -		IRS Tax Credit		
38	Mfg.. Additional Incentive	\$ -	\$ -		Incentive paid directly to the fleet		
39	<b>Total Fixed Cost:</b>	<b>\$ 17,006.57</b>	<b>\$ 17,513.44</b>		Actual Depreciation + Interest + Management Fee + Build Time Delay Cost		
40	<b>Operating Costs</b>						
41	Total Fuel Cost	\$ 3,200.00	\$ 3,200.00		(Actual Miles/Estimated Miles-per-Gallon) * Fuel Cost-per-Gallon		
42	Estimated Miles-per-Gallon	18	18		Value from EPA Estimated City Mileage or actual experience		
43	Total Maintenance Cost	\$ 1,807.20	\$ 4,644.00		Actual Mileage * Estimated Maintenance Cost-per-Mile		
44	Estimated Maintenance Cost-per-Mile	\$ 0.0502	\$ 0.1290		Value from leasing company or actual experience [may add separate lines for Collision Loss/Insurance, prorated license, and rental costs while vehicle is down]		
45	<b>Total Operating Cost:</b>	<b>\$ 5,007.20</b>	<b>\$ 7,844.00</b>		Total Fuel Cost + Total Maintenance Cost		
46	<b>Personal Use Costs</b>						
47	Fixed Cost for Personal Use	\$ -	\$ -		Total Fixed Cost * Estimated Personal Use		
48	Operating Cost for Personal Use	\$ -	\$ -		Total Operating Cost * Estimated Personal Use		
49	<b>Total Personal Use Cost</b>	<b>\$ -</b>	<b>\$ -</b>		Fixed Cost for Personal Use + Operating Cost for Personal Use (amount to be reimbursed to employer by employee)		
50							
51	<b>Total Lifecycle Cost:</b>	<b>\$ 22,013.77</b>	<b>\$ 25,357.44</b>		Total Fixed Cost + Total Operating Cost - Total Personal Use Cost		
52	<b>Lifecycle Cost-per-Mile:</b>	<b>\$ 0.6115</b>	<b>\$ 0.7044</b>		Total Lifecycle Cost / Actual Miles		
53							
54	<b>Lease Summary</b>						
55	Book Depreciation (Reserve)		\$ 15,231.40		Actual Purchase Price * (Book Depreciation Rate * Actual Months)		
56	Total of Lease Payments		\$ 15,634.85		Reserve For Depreciation + Interest + Management Fee (total cash outlay to leasing company to cover capitalized cost)		
57	Depreciation Adjustment (TRAC)		\$ 1,878.60		Net Acquisition Cost - Book Depreciation - Projected Resale Price (Terminal Rental Adjustment Clause)		
58							
59	<b>Annual Cost of Money Calculations - Step Rate Formula</b>						
60	<b>Holding Period</b>	<b>Total Months</b>	<b>Book Value</b>	<b>Interest Factor</b>	Cost of Money that entity loses by paying in cash for vehicle vs. investing total amount and paying monthly for a lease.		
61	Year 1	12	0.90815	0.0568%	Book Value=1-(((1-1)+(12-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		
62	Year 2	24	0.70775	0.0442%	Book Value=1-(((13-1)+(24-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		
63	Year 3	36	0.50735	0.0317%	Book Value=1-(((25-1)+(36-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		
64	Year 4	0	0.00000	0.0000%	Book Value=1-(((37-1)+(48-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		
65	Year 5	0	0.00000	0.0000%	Book Value=1-(((49-1)+(60-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		

Council Bill/Resolution No. 1055-2016

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

A RESOLUTION

AUTHORIZING the purchase of a hybrid aerial lift truck from Altec Industries, Inc. in Elizabethtown, Kentucky, for the amount of \$160,012.

WHEREAS, Fleet Services budgeted in 2016 to replace the Traffic Operations aerial device that is used to maintain all traffic signals and City maintained street lights; and

WHEREAS, the life to date maintenance and repair costs have now exceeded industry acceptable amounts and it is determined that the current unit is no longer meeting the standards for front line equipment reliability; and

WHEREAS, the recommended replacement vehicle will feature a compressed natural gas (CNG) drive train, along with a hybrid power solution for the aerial device; and

WHEREAS, this apparatus is available for joint purchase on the National Joint Purchasing Agency (NJPA) contract #031014-ALT from Altec Industries, Inc. in Elizabethtown, Kentucky for the amount of \$160,012.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize the purchase of a hybrid aerial lift truck from Altec Industries, Inc. in Elizabethtown, Kentucky, for the amount of \$160,012; provided, however, that said quote is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

April 19, 2016

\_\_\_\_\_  
Date

Passed: April 19, 2016

Approved: April 26, 2016

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

Approved as to Form:

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



Altec Industries, Inc.

Opportunity Number: #746086

Quotation Number: 315983-2

NJPA Contract #: 031014-ALT

Date: 3/24/2016

Quoted for: City of Moline

Customer Contact:

Phone: /Fax: /Email:

Quoted by: Harold Davidson

Phone: /Fax: /Email: 270-505-1527

Altec Account Manager: Mark Finch

**REFERENCE ALTEC MODEL**

AT37-G	Articulating Telescopic Aerial Device (Insulated)	\$86,068
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Per NJPA Specifications plus Options below

**(A.) NJPA OPTIONS ON CONTRACT (Unit)**

1	AT40-G-BASE	40' Boom Height (AT40-G)	\$1,933
2	AT37-G-HYBRID	JEMS Hybrid Solution	\$29,183
3			
4			

**(A1.) NJPA OPTIONS ON CONTRACT (General)**

1			
2			
3			
4			
5			
6			
7			
8			

**NJPA OPTIONS TOTAL:** \$117,184

**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT & BODY	Same spec as MidAmerican	\$41,878
---	-------------	--------------------------	----------

**OPEN MARKET OPTIONS TOTAL:** \$41,878

**SUB-TOTAL FOR UNIT/BODY/CHASSIS:** \$159,062

Delivery to Customer: \$950

**TOTAL FOR UNIT/BODY/CHASSIS:** \$160,012

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

1			
2			
3			
4			

**\*\*Pricing valid for 45 days\*\***

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

**TO ORDER:** To order, please contact the Altec Inside Sales Representative listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 270-300 days ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

**BUILD LOCATION:**

March 28, 2016  
Our 87th Year

**Ship To:**  
CITY OF MOLINE  
ATTN FLEET MAINT  
3635 4TH AVE  
MOLINE, IL 61265-0000  
US

**Bill To:**  
CITY OF MOLINE  
619 16TH ST  
MOLINE, IL 61265-0000  
United States

Attn:  
Phone:  
Email:

**Altec Quotation Number:** 315983 - 2  
**Account Manager:** Mark Finch  
**Technical Sales & Support:** Harold Edward Davidson

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom. <ul style="list-style-type: none"> <li>A. ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted.</li> <li>B. Hydraulic platform leveling system.</li> <li>C. Hydraulic tool circuit at the platform.</li> <li>D. Emergency lowering valve at the platform.</li> <li>E. Single handle control at the platform with a safety interlock system.</li> <li>F. Two (2) operators and maintenance/parts manuals.</li> <li>G. Working height: 45.6 feet</li> <li>H. Side reach: 29.7 feet</li> <li>I. Low-power fiber-optic control system (FOC-L).</li> <li>J. Continuous rotation</li> </ul>	1	
2.	AT40G Unit Model	1	
3.	Post style pedestal mounting FA ENG to determine pedestal height so that boom knuckle is approx 3" over cab when stowed.	1	
4.	Poly Reservoir, Pedestal Mounted, 7 Gallon; Includes Sight Gauge.	1	
5.	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	1	
6.	Platform Leveling At Lower Controls. AT40-G	1	
7.	Custom Platform Step To have same bucket assembly as used on 57-27551847.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
8.	Platform cover Foam cover to cover both bucket and control handle.	1	
9.	Platform liner for a 24 x 30 x 42 inch platform	1	
10.	Scuff Pad With Step, 24" x 30"	1	
11.	4-Function Single Handle Fiber-Optic Controller.	1	
12.	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System (AT40G)	1	
13.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
14.	Lower Boom Lifting Eye, 700 LB Capacity	1	
15.	Powder coat unit Altec White.	1	
16.	Additional Unit Option Use heat shrink connectors on all electrical connections.	1	
17.	HYBRID READY UNIT: For personnel, single platform machines. Unit will be manufactured with all the necessary components including modules and controls to interface to a hybrid system.	1	
<b><u>Unit &amp; Hydraulic Acc.</u></b>			
18.	Compressed Natural Gas Hybrid Application	1	
19.	Custom hydraulic oil. Milspec 5606 - red aeromotive style	1	
20.	Standard Pump For PTO	1	
21.	Hot shift PTO for automatic transmission To be Muncie FR67 series, ensure that engine rpms increase to proper unit operating speeds when PTO is engaged.	1	
	A: PTO to not engage unless park brake is set.		
22.	360 Polyurethane tool tray (19 x 8 x 8), includes brackets for attaching to platform.	1	
23.	Scuff Pad, 24" x 30"	1	
24.	Additional Unit/Hydraulic Accessory ALL hydraulic hoses below rotation shall be Parker 451ST, No Skive "super tough" abrasion resistant cover.	1	
<b><u>Body</u></b>			
25.	Altec Osceola Body to receive NO TREADPLATE (except for rock guards at front of body). -Cargo floor and compartment tops to be smoothplate.	1	
26.	Fiberglass Body	1	
27.	Low-Side General Service (LGS) Chassis will be CNG prep' ed and 84CA. We will be using 60 CA Body config with JEMS 4e4 system and will have 24" gap in bet ween cab	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	and body		
28.	Custom Body Specifications Altec Osceola standards	1	
29.	Approximate Body Length (Engineering to Determine Final Length) 108 inch estimated Body Length (Engineering To Determine Final Length)	1	
	Chassis will be CNG prep' ed and 84CA. We will be using 60 CA Body config with JEMS 4e4 system and will have 24" gap in bet ween cab and body		
30.	94 Inch Body Width	1	
31.	39 Inch Body Compartment Height	1	
32.	20 Inch Body Compartment Depth	1	
33.	Gelcoat Finish Entire Body Altec White	1	
34.	Custom Body Cargo Retaining Option NA	1	
35.	Custom Body Compartment Top Surface To be smoothplate, reinforced to walk on. NO TREADPLATE	1	
36.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	12	
37.	Stainless Steel Rotary Paddle Latches With Keyed Locks	12	
38.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
39.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
40.	Chains On All Horizontal Doors Large screw on bumpers for horizontal doors.	1	
41.	Standard Master Body Locking System (Located at Rear) Latching hooks to be located towards side of compartments, rather than centered, to allow for adequate hand clearance for tool removal.	6	
42.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel Chock holders are to be made out of aluminum and riveted to the body with a protective aluminum flange on the outside face of the body. -Two chock holders located in CS fender panel, only one located forward of the rear axle on the SS, the remaining space will be used for gas cap housing. -To have retaining bar / lip in conjunction with pendulum retainer. Pendulum retainer to be spaced 1/2" from body. Pendulum retainer should rotate to clear holder opening with no interference. To hold 11"W x 9"L x 5"T Sauber model 8500 chocks. To be fully enclosed on backside and seams caulked with drain hole in lowest point. -Pendulums to be tightened so they will not move when truck is going down interstate. -Chock holder opening large enough to allow a 1/2" clearance per side of wheel chock.	1	
43.	Pendulum Retainer for Wheel Chock Holders Unpainted Aluminum	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
44.	Body Frame Designed For ATG Subbase	1	
45.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
46.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
47.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
48.	Custom 1st Vertical (SS) Compartmentation Adjustable Shelf With Removable Dividers In Every Slot	1	
49.	Custom 1st Horizontal (SS) Compartmentation One (1) sliding shelf with removable eggcrate dividers on 2" centers. Capable of supporting 250 Lbs.	1	
50.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
51.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
52.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
53.	Custom Rear Vertical (SS) Compartmentation Two (2) Adjustable Shelves With Removable Dividers in Every Slot.	1	
54.	Custom 1st Vertical (CS) Compartmentation -One (1) Adjustable Shelf With Removable Dividers In every slot. -One (1) Removable shelf located directly above inverter for protection. Shelf is required even if inverter is not selected. -Compartment to NOT be vented for inverter. Pressure vent blowing air into compartment is OK.	1	
55.	Custom 1st Horizontal (CS) Compartmentation -Weatherguard drawer kit with two rows of approx 5.5" x 3.5" drawers with 2 dividers in each drawer, full width, spaced down from front to rear 1", to have 500 lb capacity. -Drawers are to be removed with no sticking or interference. Support panels and reinforce as needed to ensure that drawers are removed with ease. Ensure this is designed with center support panel.	1	
56.	Custom Rear Vertical (CS) Compartmentation Two (2) adjustable shelves with removable dividers in every slot.	1	
57.	Aluminum Rock Guards Installed Each Front Corner Of Body Front of bodies are to have aluminum treadplate rock protectors, to be aluminum even though body is fiberglass.	1	
58.	Custom Aluminum Grab Handle -One (1) Grab Handle Installed At Rear, To be 1"DIA, 20"W x 24"T, installed to the rear of the side access steps in tailshelf with gussets towards rear of truck for stability. To have two flatbar plates between uprights for mounting of fire extinguisher, located so that top of fire extinguisher is below top of handle. To remain unpainted.	1	

-One (1) Sloped U-shaped grab handle installed on rear face of CS top mounted box

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	with handle pushed to the bottom CS corner as much as possible. To be of 1" DIA pipe x width of compartment. To remain unpainted and have 1.5" of finger clearance.		
59.	30" L Aluminum Tailshelf, Width To Match Body -30" long x 94" wide, unpainted. -No treadplate is to be used at all, smooth plate only. -Tailshelf to be notched on SS with no sharp corners to fit cones. -To have chock holder recessed into SS of tailshelf, forward of the cone holder, to have retaining bar / lip in conjunction with pendulum retainer spaced 1/2" from body. Pendulum retainer to fully rotate with no interference. Pendulums to be tightened so they will not move when truck is going down interstate. -To hold 11"W x 9"L x 5"T Sauber model 8500 chocks. To be enclosed on backside with seams caulked AND to have small drainhole in lowest point. A small gap at top will be acceptable.	1	
60.	4" Removable Wood Retaining Rail On Sides And At Rear Of Tailshelf -To consist of black composite boards, receivers pockets to have top corners rounded and have pinable capacity for retainer boards. Rear retainer is to consist of three equal boards. -SS rail is to be cut short for fault box. -Ensure that receiver pockets are lower than retainer boards. -Retainer pins are to be detent pin style, attached with a metal wire.	1	
61.	Aluminum Recessed Gripstrut Side Access Steps On Curbside Of Tailshelf	1	
62.	Custom Aluminum Tailshelf Option -Marker lights and 3 bar marker lights are to be 3/4" holes rather than standard for custom marker lights.	1	
63.	Aluminum Top Opening Storage Box, One (1) Smooth Lid, Gas Props, Hasp Lock, Handle Parallel To Ground And Centered (2 Handles for Boxes Greater Than 108") Aluminum Top Opening Storage Box, 60" L x 18" W x 18" H, With One (1) Smooth Plate Lid, Gas Props, Lock, And Grab Handle, mounted on 1" spacers. Installed on CS compartment top, 2" from rear of body, access from cargo area. To be lined with Dri-dek and to use 90# shocks. To remain unpainted	1	
64.	Aluminum Horizontal Storage Box Storage box for fault wizard, installed SS on tailshelf with slide out tray. To be Altec supplied and ordered through Ackelson Sheet Metal.	1	
65.	Aluminum E-Track (B-Track) Installed On Curbside Interior Cargo Wall All cargo side walls are to have two rows of E-trac mounted full length, One row mounted as high as possible on wall, the second row installed 1/2" from floor. To be full length on sides, do not cut short for mounting of accessories.	1	
66.	Aluminum E-Track (B-Track) Installed On Streetside Interior Cargo Wall All cargo side walls are to have two rows of E-trac mounted full length, One row mounted as high as possible on wall, the second row installed 1/2" from floor. To be full length on sides, do not cut short for mounting of accessories.	1	
67.	Custom Ladder Storage (Please Specify The Following: Style, Material, Easy Retrieval Method, Retaining Method, Approximate Dimensions) Prime design ladder rack URX-001-E with auto clamping handle and low base profiles. Vertical rotation, installed on the streetside compartment top. Mount 2 inches above top of body. Do not use mfg. Uprights. Ladder rack to be adjusted to be full length of compartment. -Ladder rack to be moved forward as needed to ensure that ladder will not	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	hit beacon. Handle is to be left long enough the fold down rear of fault wizard box and shortened as needed to ensure that handle will rotate without hitting the tailshelf retainer board.		
68.	Additional Body Option Unistrut to run full height of compartments.	1	
69.	Additional Body Option Pressurized bins for body, this requires cutouts between compartments so that air can travel freely between compartments. Nuts for installation are to be installed on the outside of the body so that adjustable shelves inside compartment can move freely.	1	
70.	Additional Body Option When horizontal doors drop down, they must hit the large rubber bumper. If doors are hitting the chock holder pendulums, then space on pendulum will need to be reduced.	1	
<b><u>Body and Chassis Accessories</u></b>			
71.	ICC Underride Protection	1	
72.	Front Torsion Bar Installed On Chassis	1	
73.	Rear Torsion Bar Installed On Chassis	1	
74.	Appropriate counterweight added for stability.	1	
75.	Custom Access Step Step Mounted Beneath Side Access Steps (Installed To Extend 2" Outward, to utilize a single piece of rubber belting. Top of gripstrut to be 18" from ground.	1	
76.	Platform Rest, Rigid with Rubber Tube Installed as low as possible, so that bucket stows just over rear retainer board. Can ref 57-27551848.	1	
77.	Boom Rest for a Telescopic Unit Spaced so that SS edge of boom / bucket is 4" from SS cargo wall so that a ladder can be stored on SS cargo wall. This clearance includes bucket covers.	1	
78.	Mud Flaps With Altec Logo (Pair)	1	
79.	Dock Bumpers (Pair), Fixed Mounting (Rectangular Bumper), Installed At Rear Frame Rails So They Are The Furthest Point Back Dock bumpers are to be installed outside of truck frame rails for trailer tongue clearance. Bottom flange of chassis frame rail to be mitered 45 degrees.	1	
80.	Custom Wheel Chocks To be Steel Gripstrut, 9.00" L x 11.00" W x 5.00" H (Pair), Sauber model 8500.	4	
81.	Slope Indicator Assembly For Machine Without Outriggers	1	
82.	Custom Cone Holder -Underslung tailshelf on SS with no pendulum retainer and no stop for tip of cones. To fit 3-4 long cones, tailshelf to be notched with no sharp corners to fit cones. -No bungee cord or pendulum is needed. Cone holder is to include ratchet binder strap from customtiedowns.com PN 4563-Y6-1. Shipped loose.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
83.	Custom Water Cask Water Cask Bracket, For 3 Or 5 Gallon Water Casks (Sheet Metal) To be aluminum. Shipped loose. Ensure that the cask spout clears the bracket.	1	
84.	Wire Reel E-Z Products AS-50 Shipped Loose.	1	
85.	Custom Wire Rack/Reel -Spinning wire reel rack, shipped loose, to have grease zerks and be able to rotate, Consists of two parts, a base plate and an L shaped reel holder, Altec PN 692-99269 -Bicycle style Wire Storage Rack - 20"H x 28"D x 30"L, Five(5) sections, Shipped loose. To be round tube style with tubes bent into wedge shape.	1	
86.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
87.	5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1	
88.	Triangular Reflector Kit, Shipped Loose	1	
89.	Custom Safety Equipment -Two (2) Bagder 23396B 10 LB Fire Extinguishers With Amerex Corp 809G Gavanized Brackets. (Shipped loose, brackets should be red) -One shipped loose -One installed on rear of CS rear grab handle so that top of extinguisher is lower than top of handle, pushed to CS as much as possible to clear up hotstick door access.	1	
90.	Soft Vinyl Lanyard Pouch	1	
91.	Vinyl manual pouch for storage of all operator and parts manuals	1	
92.	Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate Installed on rear face of tailshelf, CS, spaced out to ensure that when tube is inserted that plate clears drop in retainer boards.	1	
93.	Additional Body/Chassis Accessory To have folding access gate at access steps, constructed of 3" flatbar. Pivot point of gate to be rear of access steps so that gate folds down to the front of the truck. To have a stop and pin to secure in the vertical position. To be painted FLNA 1086 safety yellow.	1	
94.	Additional Body/Chassis Accessory Pressurized bins for body. Use Blower / Fan kit supplied from Service Trucks International. Model number STI591001, Fan to be installed beneath body floor and intake filter to be installed at at same height as top of body, securely, to prevent water and debris from building up around filter. Fan motors to be wired ignition hot and operate whenever truck is running, with master switch in cab. Air intake with filter to be plumbed to top of bins and secured to not wiggle. Ref DJ# 57-27551848 if more information is needed. Nuts for installation are to be installed on the outside of the body so that adjustable shelves inside compartment can move freely.	1	
95.	Additional Body/Chassis Accessory Metal rack spanning across body at bulkhead, mounted near top of cab. To be used for mounting of lights and accessories. To be reinforced down to cargo floor.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
96.	Additional Body/Chassis Accessory SVP in cab organizer, PN 7012-09001	1	
97.	Additional Body/Chassis Accessory All pendulums to be unpainted aluminum.	1	
98.	Additional Body/Chassis Accessory Custom Ladder Storage Prime design ladder rack URX-001-E with auto clamping handle and low base profiles. Vertical rotation, installed on the streetside compartment top. Mount 2 inches above top of body. Do not use mfg. Uprights. Ladder rack to be adjusted to be full length of compartment. -Ladder rack to be moved forward as needed to ensure that ladder will not hit beacon. Handle is to be left long enough the fold down rear of fault wizard box and shortened as needed to ensure that handle will rotate without hitting the tailshelf retainer board.	1	
99.	Additional Body/Chassis Accessory Bolt on step installed off boom rest, approx 15" long x 3" Wide gripstrut. Top of step to be 12" from cargo floor and gusseted for rigidity. To be a place for right foot in bucket access.	1	
<b><u>Electrical Accessories</u></b>			
100.	Custom Lighting Package Lights And Reflectors Per FMVSS 108 (Complete LED), to utilize Truck lite lights and Spitfire adhesive reflectors. Brake/turn light- Truck Lite 44302R3 3/4" Yellow Marker light - Truck Lite 33075Y 3/4" Red Marker light - Truck Lite 33050R	1	
101.	Custom Strobe Light LED ECCO 3510A 8 way system (grill, ss, cs, rear) 2 in the grill, 2 in the rear, 2 on streetside, 2 on curbside.	1	
102.	Custom Flood Light 4" diameter LED light (Truck-Lite 4060C) installed in side of steps located in tailshelf, facing front of body, to illuminate access steps, Wired to "cargo lights" switch in cab.	1	
103.	Custom Remote Spot/Flood LED Go-Light (AmerenIL spec) installed on stainless steel bracket SS/CS front fenders	1	
104.	Altec Standard Multi-Point Grounding System	5	
105.	Straight Stainless Steel Grounding Lug Installed at inside of frame rail at rear, one (1) each side.	2	
106.	Custom Alarm/Sensor To face rear, to be Federal Signal 210505, installed rearward of counter weight so alarm can pick up ambient noise.	1	
107.	PTO Hour Meter, Analog, with 10,000 Hour Display Location TBD	1	
108.	Dash panel rocker switches supplied with Ford Chassis, 4 auxiliary switches supplied in up fitting package from Ford	1	
109.	12 Volt Receptacles (Cigarette Lighter Style) Triple Bank (3 Gang) Non-Weatherproof Installed in near bottom of dash, centered in cab. Wired ignition hot.	1	
110.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Operator's Manual) Ensure that wiring is hidden behind seats and not easily visible.		
111.	Install secondary stowage system.	1	
112.	Boom Out Of Stow Indicator For Upper Boom Magnetic indicator switch installed on the boom rest. Light installed in the chassis cab to illuminate when the unit is out of the rest. Indicator light mounted in overhead panel.	1	
113.	PTO Indicator Light Installed In Cab	1	
114.	Additional Electrical Accessory All switches to be mounted overhead in cab in switch unit.	1	
115.	Additional Electrical Accessory Military style electrical cannon plug connector between cab & chassis for all auxiliary electrical components except camera cord & inverter power cable. To utilize non-corrosive hardware.	1	
116.	Additional Electrical Accessory All wiring to be deutsch plug connectors and wiring loom OR all external electric connections to be soldered and shrink-wrapped and all connections in cab to be made with crimp style shrink-wrapped butt connectors.	1	
117.	Additional Electrical Accessory All accessories to be fused separately.	1	
118.	Additional Electrical Accessory Wiring harness to have removable sections to be used to wire all applicable items to include tail light.	1	
119.	Additional Electrical Accessory 360 degree camera system, InView 360 fleet monitoring and protection system.	1	
	SAV-INV360     Around Vehicle Monitoring Cameras (4 Total)		
	SAV-MON       7" Monitor for inside Cab of Vehicle		
120.	Additional Electrical Accessory Grote 63611 Clear LED flood lights, installed as follows: -Two (2) mounted at tailshelf, to operate only in reverse. When switch in cab is in the ON position, the lights will come on when the chassis is in reverse. When the switch in the cab is in the OFF position, the lights will not come on when in reverse. Wired reverse signal hot. -One mounted on underside of light rack at front of body on CS, Wired ignition hot.	3	
121.	Additional Electrical Accessory Dome light installed in cab, Grote 61171. Wired ignition hot.	1	
122.	Additional Electrical Accessory Do not cut wire ties. Use shortest possible length to minimize tangle underneath body (if ties are cut in error, melt ends down)	1	
123.	Additional Electrical Accessory Install light in cab to indicate if JEMS system is charging.	1	
124.	Additional Electrical Accessory All cord routing for JEMS system is to be done inside /	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	through compartments. Do not tie to front of bulkhead.		
<b><u>Finishing Details</u></b>			
125.	Powder Coat Unit Altec White	1	
126.	Finish Paint Body Compartment Interiors Altec White	1	
127.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
128.	Custom Undercoating Truck to receive bay style heavy duty undercoating on underside of body AND tailshelf. Ensure that all spaces on cross-members are covered and ensure that there is absolutely no bare metal exposed from the cargo floor to the ground.	1	
129.	Apply Non-Skid Coating to all walking surfaces	1	
130.	English Safety And Instructional Decals	1	
131.	Vehicle Height Placard - Installed In Cab	1	
132.	Custom Decal/Placard Install platform capacity sticker, to be PN67002700	1	
133.	Dielectric test unit according to ANSI requirements.	1	
134.	Stability test unit according to ANSI requirements.	1	
135.	DOT Certification Required DOT # (358443) decal installed at bottom of each chassis door.	1	
136.	Focus Factory Build	1	
137.	Delivery Of Completed Unit	1	
138.	Inbound Freight	1	
139.	Additional Finishing Detail Placard installed on dash that shows the GVWR and GCVWR.	1	
140.	Additional Finishing Detail Red stripe installed at rotation to assist with stowing of boom.	1	
141.	Additional Finishing Detail To include a reservoir decal that specifies that custom oil is to be used.	1	
142.	AT40G FA Installation	1	
143.	JEMS 4E4 Hybrid System Installation	1	

**Hybrid**

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
144.	JEMS 4E4 (Jobsite Energy Management System) Includes ePTO as Primary Hydraulic Power  <ul style="list-style-type: none"> <li>A. Lithium Ion energy storage provides power the JEMS 4 series system</li> <li>B. The JEMS Idle Mitigation System automatically eliminates unnecessary engine idle time, manages cabin temperature heating &amp; cooling, and maintains battery state of charge when the vehicle is in park or neutral.</li> <li>C. Integrated Cabin Comfort HVAC provides heating and cooling through the factory vents.</li> <li>D. On-Demand Operation: The ePTO (electric motor and hydraulic pump) is automatically powered when a demand is created either through activation of the upper or lower control interlock or by engaging the hydraulic tool circuit.</li> <li>E. Integral safety interlocks ensure the JEMS system operates only when the transmission is in Park/Neutral, the Parking brake is set, and the engine compartment hood is closed.</li> </ul>	1	
145.	JEMS 4 Series Main Assembly Installed in Cargo Area (PDMA and JEMS IMS Display Installed in Cab)	1	
146.	JEMS 4 Installation In-Line at Altec	1	
147.	JEMS 4 Series Remote Asset Management Option Installed in PDMA	1	
<b><u>Chassis</u></b>			
148.	Chassis	1	
149.	Altec Supplied Chassis 84CA  Chassis will be CNG prep'ed and 84CA. We will be using 60 CA Body config with JEMS 4e4 system and will have 24 inch gap in between cab and body for CNG tanks	1	
150.	2016 Model Year	1	
151.	Ford F550	1	
152.	4x2	1	
153.	84 Clear CA (Round To Next Whole Number) Chassis will be CNG prep' ed and 84CA. We will be using 60 CA Body config with JEMS 4e4 system and will have 24" gap in between cab and body	1	
154.	Regular Cab	1	
155.	Chassis Cab	1	
156.	Chassis Color - White	1	
157.	Other Engine Model 6.8 L gas engine. With gaseous fuel prep (CNG Upfit).	1	
158.	Other HP Rating	1	
159.	Ford Torqshift 5 Speed Automatic Transmission (w/PTO Provision)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
160.	GVWR 19,000 LBS	1	
161.	7,000 LBS Front GAWR	1	
162.	13,660 LBS Rear GAWR	1	
163.	225/70R19.5 Front Tire (Traction)	1	
164.	225/70R19.5 Rear Tire (Traction)	1	
165.	Hydraulic Brakes	1	
166.	Park Brake In Rear Wheels	1	
167.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
168.	98R - Operator Commanded Regeneration (OCR)	1	
169.	Other Chassis Code 98G - CNG/Propane Gaseous Engine Prep Package	1	
170.	No Idle Engine Shut-Down Required	1	
171.	No California Emission Requirements	1	
172.	Ford 40 Gallon Fuel Tank (Rear)	1	
173.	Single High-Output Alternator (175amp Minimum)	1	
174.	CNG Conversion	1	
175.	Air Conditioning	1	
176.	AM/FM Radio, Bluetooth	1	
177.	Cruise Control	1	
178.	Keyless Entry	1	
179.	Power Door Locks	1	
180.	Power Windows	1	
181.	Snow Plow Package	1	
182.	Towing Package	1	
183.	Vinyl Split Bench Seat	1	
184.	Additional Chassis Option To have 3 keys. It is OK if one extra key is door / ignition only ILO remote style.	1	

#### **Additional Pricing**

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
185.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
<b>Miscellaneous</b>			
186.	Altec Provided Training	1	

<b>Unit / Body / Chassis Total</b>	<b>160,012.00</b>
<b>FET Total</b>	<b>0.00</b>
<b>Total</b>	<b>160,012.00</b>

**Altec Industries, Inc.**

BY

Harold Edward Davidson

**Notes:**

- 1 Altec Standard Warranty:
- One (1) year parts warranty.
  - One (1) year labor warranty.
  - Ninety (90) days warranty for travel charges.
- Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
- Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.
- Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts
- Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards
- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:
- Outrigger pads (When Applicable)

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Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Altec Sentry Training  
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

- 3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.
- 4 F.O.B. - #FOB\_TERMS#
- 5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
- 7 Interest charge of 1/2% per month to be added for late payment.
- 8 Delivery: 270-300 days after receipt of order PROVIDING:  
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.  
B. Chassis is received a minimum of sixty (60) days before scheduled delivery.  
C. Customer approval drawings are returned by requested date.  
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.  
E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 9 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

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- 10 This quotation is valid until MAY 09, 2016. After this date, please contact Altec Industries, Inc. for a possible extension.
- 11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 12 Please email Altec Capital at [finance@altec.com](mailto:finance@altec.com) or call 888-408-8148 for a lease quote today.
- 13 Please direct all questions to Mark Finch at (270) 360-0600

	A	B	C	D	E	F	G
1	<b>Lifecycle Cost Analysis - Vehicle Selection - Standard VS Hybrid</b>						
2	<b>Universal Variable Data</b>			<b>Derived Values</b>		<b>FORMULA/SOURCE:</b>	
3	Target Months in Service:	120	Actual Months:	120	Actual Months in Service given the Maximum Replacement Mileage and Mileage-per-Month set by policy		
4	Target Replacement Mileage:	120,000	Actual Mileage:	120,000	Actual Miles at Replacement given the Maximum Service Months and Mileage-per-Month set by policy		
5	Expected Mileage-per-Month:	1,000	Daily Mileage:	32.9	Expected Average Miles-per-Month driven; Average Daily Miles driven given the Mileage-per-Month entered		
6	Entity Annual Interest Rate:	0.75%	Monthly Interest:	0.063%	Annual Interest Rate/12-months		
7	Office Overhead Fee (%):	0.00%			Figured from office overhead costs (salaries, administrative, etc.) (enter either a % or flat rate--enter "0" in the one not used)		
8	Office Overhead Fee (Flat Rate):	\$ -			Figured from office overhead costs (salaries, administrative, etc.) (enter either a % or flat rate--enter "0" in the one not used)		
9	Book Depreciation Rate:	1.67%			Rate set by government entity for all capital/rolling stock items.		
10	Fuel Cost-per-Gallon:	\$ 0.74			Average price of fuel per gallon		
11	Estimated Personal Use:	0%			Percentage of personal use for which the employee reimburses the employer (enter 0 if you will not charge for personal use)		
12	Current Running Cost-per-Mile	\$ 0.38			Vehicle cost-per-mile, either from leasing companies or from actual experience		
13							
14		<b>Standard/CNG</b>	<b>Hybrid/CNG</b>		Enter the vehicle models being analyzed		
15	<b>Acquisition Cost</b>						
16	Factory Invoice Price	\$ 130,829.00	\$ 160,012.00		Obtained from lessor, dealer or alternate source		
17	Dealer Holdback Adjustment	\$ -	\$ -		Obtained from lessor, dealer or alternate source - incentive portion normally given to dealer		
18	AFV Incentive/Credit	\$ -	\$ -		Tax credit or incentive (AFV's, Clean Air Credits, etc.) - enter only if appears on invoice.		
19	Mfg. Additional Incentive	\$ -	\$ -		Obtained from lessor, dealer or alternate source - added incentive for early order, etc.		
20	Fleet Incentive	\$ -	\$ -		Obtained from lessor, dealer or alternate source - special fleet discounts		
21	<b>Net Acquisition Cost</b>	<b>\$ 130,829.00</b>	<b>\$ 160,012.00</b>		Factory Invoice Price - Dealer Holdback Adjustment - Mfg.. Additional Incentive - Fleet Incentives [or value from leasing company]		
22	<b>Fixed Costs</b>						
23	Effective Depreciation	\$ 111,029.00	\$ 135,262.00		Net Acquisition Cost - Projected Resale Price, OR Net Acquisition Cost - Price by Month Adjustment		
24	Projected Resale Price	\$ 19,800.00	\$ 24,750.00		Value from a finance or lease guide or actual fleet history for months in service with mileage adjustment (Month of September)		
25	Number of Months Past September	0	0		Number of months past optimum September replacement month		
26	Price by Month Adjustment	\$ -	\$ -		Amended projected resale value based on number of months past optimum replacement month of September		
27	Cost of Money	\$ 2,685.74	\$ 3,284.83		Cost of Money not invested for rate of return. (Year 1 interest + Year 2 interest + Year 3 interest + Year 4 interest + Year 5 interest)		
28	Year 1	\$ 891.09	\$ 1,089.86		(Net Vehicle Cost * Year 1 Interest Factor) * Year 1 Total Months [see table in lower left of sheet]		
29	Year 2	\$ 694.46	\$ 849.36		(Net Vehicle Cost * Year 2 Interest Factor) * Year 2 Total Months [see table in lower left of sheet; subtract all months from previous years]		
30	Year 3	\$ 497.82	\$ 608.87		(Net Vehicle Cost * Year 3 Interest Factor) * Year 3 Total Months [see table in lower left of sheet; subtract all months from previous years]		
31	Year 4	\$ 301.18	\$ 368.37		(Net Vehicle Cost * Year 4 Interest Factor) * Year 4 Total Months [see table in lower left of sheet; subtract all months from previous years]		
32	Year 5	\$ 301.18	\$ 368.37		(Net Vehicle Cost * Year 5 Interest Factor) * Year 5 Total Months [see table in lower left of sheet; subtract all months from previous years]		
33	Management Fee	\$ -	\$ -		Management Fee * Net Acquisition Cost * Actual Months in Service or Flat Rate Management Fee		
34	Build Time Delay Cost	\$ 3,373.15	\$ 3,373.15		The current cost of owning and maintaining a vehicle anyway until new unit comes in based on cost per mile, daily mileage, and days over least delivery time.		
35	Days Over Least Delivery Time	270	270		Calendar days over least amount of delivery time of any of the three selected vehicles.		
36	Delivery Days	270	270		Calendar days for guaranteed delivery (enter "0" if does not apply or there is no added cost to provide transportation while awaiting delivery)		
37	AFV TAX CREDIT	\$ -	\$ -		IRS Tax Credit		
38	Mfg.. Additional Incentive	\$ -	\$ -		Incentive paid directly to the fleet		
39	<b>Total Fixed Cost:</b>	<b>\$ 117,087.89</b>	<b>\$ 141,919.98</b>		Actual Depreciation + Interest + Management Fee + Build Time Delay Cost		
40	<b>Operating Costs</b>						
41	Total Fuel Cost	\$ 11,100.00	\$ 5,550.00		(Actual Miles/Estimated Miles-per-Gallon) * Fuel Cost-per-Gallon		
42	Estimated Miles-per-Gallon	8	16		Value from EPA Estimated City Mileage or actual experience		
43	Total Maintenance Cost	\$ 45,600.00	\$ 22,800.00		Actual Mileage * Estimated Maintenance Cost-per-Mile		
44	Estimated Maintenance Cost-per-Mile	\$ 0.3800	\$ 0.1900		Value from leasing company or actual experience [may add separate lines for Collision Loss/Insurance, prorated license, and rental costs while vehicle is down]		
45	<b>Total Operating Cost:</b>	<b>\$ 56,700.00</b>	<b>\$ 28,350.00</b>		Total Fuel Cost + Total Maintenance Cost		
46	<b>Personal Use Costs</b>						
47	Fixed Cost for Personal Use	\$ -	\$ -		Total Fixed Cost * Estimated Personal Use		
48	Operating Cost for Personal Use	\$ -	\$ -		Total Operating Cost * Estimated Personal Use		
49	<b>Total Personal Use Cost</b>	<b>\$ -</b>	<b>\$ -</b>		Fixed Cost for Personal Use + Operating Cost for Personal Use (amount to be reimbursed to employer by employee)		
50							
51	<b>Total Lifecycle Cost:</b>	<b>\$ 173,787.89</b>	<b>\$ 170,269.98</b>		Total Fixed Cost + Total Operating Cost - Total Personal Use Cost		
52	<b>Lifecycle Cost-per-Mile:</b>	<b>\$ 1.4482</b>	<b>\$ 1.4189</b>		Total Lifecycle Cost / Actual Miles		
53							
54	<b>Lease Summary</b>						
55	Book Depreciation (Reserve)	\$ 262,181.32	\$ 320,664.05		Actual Purchase Price * (Book Depreciation Rate * Actual Months)		
56	Total of Lease Payments	\$ 264,867.06	\$ 323,948.87		Reserve For Depreciation + Interest + Management Fee (total cash outlay to leasing company to cover capitalized cost)		
57	Depreciation Adjustment (TRAC)	\$ (151,152.32)	\$ (185,402.05)		Net Acquisition Cost - Book Depreciation - Projected Resale Price (Terminal Rental Adjustment Clause)		
58							
59	<b>Annual Cost of Money Calculations - Step Rate Formula</b>						
60	<b>Holding Period</b>	<b>Total Months</b>	<b>Book Value</b>	<b>Interest Factor</b>			
61	Year 1	12	0.90815	0.0568%	Book Value=1-(((1-1)+(12-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		
62	Year 2	24	0.70775	0.0442%	Book Value=1-(((13-1)+(24-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		
63	Year 3	36	0.50735	0.0317%	Book Value=1-(((25-1)+(36-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		
64	Year 4	48	0.30695	0.0192%	Book Value=1-(((37-1)+(48-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		
65	Year 5	60	0.10655	0.0067%	Book Value=1-(((49-1)+(60-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest		

**Lifecycle Cost Analysis - Alternative Fuel F550**

Universal Variable Data		Derived	Description:
Model:	F550		Vehicle model being analyzed
Annual Miles Driven:	11,500		Expected miles to be driven each year
Annual Shifts:	256		The number of normal man-shifts the vehicle operates during a year
Maximum Replacement Years:	10	10	Upper limit for years to hold a vehicle based on policy decision
Maximum Replacement Miles:	135,000	115,000	Upper limit for mileage to hold a vehicle based on policy decision
Pool Loaner Cost-per-Mile:	\$ 2.00		Cost-per-Mile of providing a backup vehicle while the primary vehicle is being worked on
Return on Investment:	0.750%		The annual percentage rate earned on cash investments

**Maintenance Estimate**

Service/Repair	Mileage Interval				Parts & Labor Cost	Shifts Down per Incident	Gasoline		E85		CNG		LPG	
	Gasoline	E85	CNG	LPG			Freq.	Cost*	Freq.	Cost*	Freq.	Cost*	Freq.	Cost*
PM A with safety inspection	3,000	4,000	7,000	7,000	\$ 90	0.0	38	\$ 3,420	28	\$ 2,520	16	\$ 1,440	16	\$ 1,440
PM B (A+trans svc)	20,000	20,000	21,000	21,000	\$ 170	0.5	5	\$ 1,075	5	\$ 1,075	5	\$ 1,075	5	\$ 1,075
PM C (A+tune up)	60,000	60,000	100,000	100,000	\$ 420	0.5	1	\$ 465	1	\$ 465	1	\$ 465	1	\$ 465
air conditioning	60,000	60,000	60,000	60,000	\$ 450	1.0	1	\$ 540	1	\$ 540	1	\$ 540	1	\$ 540
auxillary lights/siren	40,000	40,000	40,000	40,000	\$ 150	0.5	2	\$ 390	2	\$ 390	2	\$ 390	2	\$ 390
battery	50,000	50,000	50,000	50,000	\$ 110	0.0	2	\$ 220	2	\$ 220	2	\$ 220	2	\$ 220
brake - pads, disc, drum	10,000	10,000	10,000	10,000	\$ 160	0.5	11	\$ 2,254	11	\$ 2,254	11	\$ 2,254	11	\$ 2,254
brakes - master cylinder, calipers, ABS	60,000	60,000	60,000	60,000	\$ 400	1.0	1	\$ 490	1	\$ 490	1	\$ 490	1	\$ 490
cooling system	50,000	50,000	50,000	50,000	\$ 140	1.0	2	\$ 460	2	\$ 460	2	\$ 460	2	\$ 460
engine	140,000	160,000	200,000	200,000	\$ 4,500	5.0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
exhaust	75,000	75,000	75,000	75,000	\$ 210	0.5	1	\$ 255	1	\$ 255	1	\$ 255	1	\$ 255
front end/suspension	30,000	30,000	30,000	30,000	\$ 400	1.0	3	\$ 1,470	3	\$ 1,470	3	\$ 1,470	3	\$ 1,470
tires	15,000	15,000	15,000	15,000	\$ 990	0.3	7	\$ 7,119	7	\$ 7,119	7	\$ 7,119	7	\$ 7,119
transmission	130,000	130,000	130,000	130,000	\$ 2,300	1.0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
miscellaneous	20,000	20,000	20,000	20,000	\$ 250	0.3	5	\$ 1,385	5	\$ 1,385	5	\$ 1,385	5	\$ 1,385
<b>Total:</b>								<b>\$ 19,541</b>		<b>\$ 18,641</b>		<b>\$ 17,561</b>		<b>\$ 17,561</b>

**Fixed Cost**

	Gasoline	E85	CNG	LPG	Description:
Net Acquisition Cost	\$ 120,829	\$ 120,829	\$ 130,829	\$ 125,829	Net acquisition cost including all incremental expenses and make-ready
Projected Resale Price	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,300	Anticipated resale value given years and mileage for each fuel
<b>Total Fixed Cost</b>	<b>\$ 111,029</b>	<b>\$ 111,029</b>	<b>\$ 121,029</b>	<b>\$ 116,529</b>	Net Acquisition Cost - Projected Resale Price
<b>Operating Costs</b>					
Maintenance	\$ 19,541	\$ 18,641	\$ 17,561	\$ 17,561	From Maintenance Estimate table which includes maintenance, repairs and replacement
Fuel	\$ 25,731	\$ 25,300	\$ 10,638	\$ 17,394	Lifecycle cost of fuel
Fuel Cost-per-Gallon	\$ 1.790	\$ 1.540	\$ 0.740	\$ 1.210	Fuel cost-per-gallon [use gallon-of-gasoline equivalents (GGE) for alternative fuels]
City Miles-per-Gallon Equivalent	8.0	7.0	8.0	8.0	Mileage of vehicle being analyzed [use gallon-of-gasoline (GGE) for alternative fuels]
<b>Total Operating Costs</b>	<b>\$ 45,272</b>	<b>\$ 43,941</b>	<b>\$ 28,198</b>	<b>\$ 34,955</b>	Maintenance + Fuel
<b>Lifecycle Cost</b>	<b>\$ 156,301.03</b>	<b>\$ 154,969.78</b>	<b>\$ 149,227.28</b>	<b>\$ 151,483.53</b>	
<b>Lifecycle Cost-per-Mile</b>	<b>\$ 1.359</b>	<b>\$ 1.348</b>	<b>\$ 1.298</b>	<b>\$ 1.317</b>	

\* - Cost includes both the repair cost and downtime cost of providing a replacement for vehicle's life (frequency shown).

**Optimum Fuel For This Application: CNG**

Council Bill/Resolution No. 1056-2016

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement between the City of Moline and Stanley Consultants for preparation of a \$5 million TIGER Grant for the reconstruction of 7<sup>th</sup> Avenue from 12<sup>th</sup> Street to 23<sup>rd</sup> Street, Moline, at a cost not to exceed \$15,800 using the 2016 General Fund Contingency; and

SUPPORTING a grant application to the U.S. Department of Transportation for the TIGER Grant; and

AUTHORIZING City staff to do all things necessary to submit said grant application on behalf of the City of Moline and to work cooperatively with Stanley Consultants in accordance with the application guidelines and requirements.

---

WHEREAS, the City of Moline has been invited to apply for the \$5 million TIGER Grant by the U.S. Department of Transportation; and

WHEREAS, the deadline for the TIGER Grant is April 29, 2016; and

WHEREAS, Stanley Consultants is a qualified firm that has prepared multiple successful TIGER Grant applications; and

WHEREAS, the project is for the reconstruction of 7<sup>th</sup> Avenue from 12<sup>th</sup> Street to 23<sup>rd</sup> Street, Moline, and should include multi-modal elements such as a bike path; and

WHEREAS, the City would use \$1.25 million of its Motor Vehicle Tax Funds from the State of Illinois as the required local match for this \$6.25 million project.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Moline and Stanley Consultants for preparation of a \$5 million TIGER Grant for the reconstruction of 7<sup>th</sup> Avenue from 12<sup>th</sup> Street to 23<sup>rd</sup> Street, Moline, at a cost not to exceed \$15,800 using the 2016 General Fund Contingency; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City supports submittal of a grant application to the U.S. Department of Transportation for the TIGER Grant.

BE IT FURTHER RESOLVED that City staff is hereby authorized to do all things necessary to submit said grant application on behalf of the City of Moline and to work cooperatively with Stanley Consultants in accordance with the application guidelines and requirements.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
April 19, 2016

\_\_\_\_\_  
Date

Passed: April 19, 2016

Approved: April 26, 2016

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

City Clerk

Approved as to Form:

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

March 31, 2016

Mr. Jeff Anderson  
City Planner  
619 16th Street  
City of Moline, IL 61265

Dear Mr. Anderson:

**Subject:** FY 2016 TIGER Grant Application Preparation

In accordance with your request, Stanley Consultants is pleased to provide this proposal to prepare a FY 2016 Transportation Investment Generating Economic Recovery (TIGER) grant application to request assistance for the overall reconstruction of 7<sup>th</sup> Avenue from 12<sup>th</sup> Street to 23<sup>rd</sup> Street in Moline, IL.

### **Scope of Proposed Work**

Stanley Consultants will prepare a FY 2016 TIGER grant application generally following the format recommended in TIGER guidance. The application will include a narrative of construction activities, supporting documentation, Benefit Cost Analysis, and conceptual project drawings. The City of Moline, IL will provide all available traffic and crash data for this roadway, all available IL DOT plans for the I-74 bridge project and provide overall project concept and plans for inclusion in the application package.

The 2016 TIGER grant program will focus on capital projects that generate economic development and improve access to reliable, safe and affordable transportation for communities, both urban and rural.

### **Project Schedule**

The FY 2016 TIGER Grant applications are due by April 29, 2016. A draft application will be available approximately two weeks prior to submittal deadline, assuming all requested information has been provided. Draft comments from the City will be incorporated and provided within 3 business days of receipt. The City of Moline will be responsible for submitting the application through the Grants.Gov system.

### **Project Cost**

Stanley Consultants will provide the professional services referenced above for costs not to exceed \$15,800. This fee includes one trip to Moline to meet with City staff. We will perform our services in accordance with our Standard Terms and Conditions, attached. To accept this offer, please sign below.

This document was sent electronically.

Mr. Jeff Anderson  
March 31, 2016  
Page 2

We appreciate the opportunity to present this proposal to you. If you have any questions with regard to this proposal, please feel free to call me at 563-264-6531.

Sincerely,

Stanley Consultants, Inc.

A handwritten signature in blue ink that reads "Michael R. Helms". The signature is written in a cursive style with a large initial "M".

Michael R. Helms, P.E.  
Vice President

Authorization-to-Proceed

---

Signature

---

Date

MH:MT



### 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

### 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

### 3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market

conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

### 4. GENERAL

#### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

#### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

#### 4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by Iowa law.

4.5 **Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 **Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.10 **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged cause

of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$100,000 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11.

4.13 **Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

**4.14 Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

Council Bill/Resolution No. 1057-2016

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

A RESOLUTION

SUPPORTING a grant application to the U.S. Department of Housing & Urban Development (HUD) for FY 2016-2019 Lead-Based Paint Hazard Control Grant Program; and

AUTHORIZING staff to do all things necessary to submit said grant application on behalf of the City of Moline and to work cooperatively with the Cities and other governmental jurisdictions and entities operating within Rock Island County, Illinois that are able to support said application; the Rock Island County Health Department; Project NOW; and Rock Island Economic Growth Corporation in accordance with the HUD application guidelines and requirements.

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WHEREAS, due to the age of Moline's housing stock, many homes in Moline contain lead-based paint which has been proven to be a health hazard under certain conditions, especially to young children; and

WHEREAS, the City of Moline has conducted lead-abatement activities in the past as a means to promoting the health, safety, and welfare of the residents of Moline; and

WHEREAS, said abatement activities have been conducted under previous grant awards in conjunction with the partnering entities mentioned above and it would be desirable to continue such partnerships for the purpose of applying for and administering said grant program funds; and

WHEREAS, U.S. Department of Housing and Urban Development is making competitive grant funds available to communities for the abatement of lead-based paint hazards as part of their FY 2016-2019 grant programs.

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

That the City supports submittal of a grant application to the U.S. Department of Housing & Urban Development (HUD) for FY 2016-2019 Lead-Based Paint Hazard Control Grant Program.

BE IT FURTHER RESOLVED that City staff is hereby authorized to do all things necessary to submit said grant application on behalf of the City of Moline and to work cooperatively with the Cities and other governmental jurisdictions and entities operating within Rock Island County, Illinois that are able to support said application; the Rock Island

County Health Department; Project NOW; and Rock Island Economic Growth Corporation in accordance with the HUD application guidelines and requirements.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
April 19, 2016  
Date

Approved: \_\_\_\_\_ April 19, 2016  
Passed: \_\_\_\_\_ April 26, 2016

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

APPROVED AS TO FORM:

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

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

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by removing one on-street stall at 149 6<sup>th</sup> Avenue.

WHEREAS, a request was received and reviewed by the Traffic Committee on April 5, 2016; and

WHEREAS, the request meets the criteria for removing said parking space.

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," is hereby amended by removing one on-street stall at 149 6<sup>th</sup> Avenue.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

Council Bill/General Ordinance No. 3011-2016

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

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 26th Avenue A, on the south side, from 12<sup>th</sup> Street to 13<sup>th</sup> Street.

\_\_\_\_\_

WHEREAS, a request for no parking at the above designated location was received and reviewed by the Traffic Committee on April 5, 2016; and

WHEREAS, the request meets the criteria for designating a location as parking prohibited at any time when appropriate signs are posted.

NOW, THEREFORE, 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 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 26<sup>th</sup> Avenue A, on the south side, from 12<sup>th</sup> Street to 13<sup>th</sup> Street.

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

**Section 3** – That this ordinance shall be in full force and effect from and after 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/General Ordinance No. 3012-2016

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

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 18<sup>th</sup> Street B, on the west side, from 25<sup>th</sup> Avenue north 40 feet.

\_\_\_\_\_

WHEREAS, a request for no parking at the above designated location was received and reviewed by the Traffic Committee on April 5, 2016; and

WHEREAS, the request meets the criteria for designating a location as parking prohibited at any time when appropriate signs are posted.

NOW, THEREFORE, 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 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 18<sup>th</sup> Street B, on the west side, from 25<sup>th</sup> Avenue north 40 feet.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to Form:

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

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

A SPECIAL ORDINANCE

DECLARING the property at 833 15<sup>th</sup> Street A as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 833 15<sup>th</sup> Street A, Moline, to Kwizera Samson and Bukuru Pascazia.

\_\_\_\_\_  
WHEREAS, the City acquired the property at 833 15<sup>th</sup> Street A, Moline, due to Code compliance issues; and

WHEREAS, the lot is not desirable for new development; and

WHEREAS, adjacent property owners Kwizera Samson and Bukuru Pascazia have agreed to purchase the property from the City for \$1,500, pursuant to the terms of an Agreement for Sale of Real Estate; and

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

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

**Section 1** – That the property located at 833 15<sup>th</sup> Street A, Moline, is declared as surplus.

**Section 2** – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 833 15<sup>th</sup> Street A, Moline, Illinois, with Kwizera Samson and Bukuru Pascazia and do all things necessary to convey said property to Kwizera Samson and Bukuru Pascazia, in return for payment of \$1,500; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

City Clerk

Approved as to Form:

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

**AGREEMENT FOR SALE OF REAL ESTATE**

**City of Moline  
An Illinois Municipal Corporation  
SELLER**

**Kwizera Samson and Bukuru Pascazia  
A Married Couple  
PURCHASER**

Address: 619 - 16th Street,  
Moline, IL 61265

Address: 835 15<sup>th</sup> St. A.  
Moline, IL 61265

Telephone: (309) 524-2036

Telephone: (309) 292-0324

**THIS AGREEMENT IS DATED March 16, 2016.**

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 833 15<sup>th</sup> St. A., Moline, Illinois (parcel number 08-1408), consisting of 5,663 square feet more or less, legally described as:

**Lot Number Fifteen (15) in George W. Bell's Subdivision of lots in the town, now City of Moline; also that part of Lot Number Thirteen (13) in Michael Hartzell Addition to the City of Moline, lying directly West of and adjacent to said Lot Number Fifteen (15) of George W. Bell's Addition, all situated in the City of Moline, situated in the County of Rock Island and State of Illinois;**

hereinafter referred to as the "Property," for the total sum of ONE THOUSAND FIVE HUNDRED and No/100 DOLLARS (\$1,500.00) payable in cash or other immediately available funds, at Closing, as defined herein.

---

**CONVEYANCE OF TITLE AND DOCUMENTS OF SALE**

At Closing, Seller shall deliver a quit claim deed to Purchaser provided that all conditions of this Agreement have been met by the parties.

**POSSESSION AND CLOSING**

Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. The Closing of this transaction shall be held on or before May 20, 2016 with possession of the Property to be delivered at the same time, free and clear of all possessory interests, including, without limitation, squatters.

**ASSIGNMENTS AND TRANSFERS PROHIBITED**

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

## **BUILDINGS, FIXTURES AND PERSONAL PROPERTY**

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

As to future accessory structures, Buyer is on notice that if, at any time after Buyer becomes the title holder to this property, he desires to build an accessory structure on the property, a Unity of Title document must be executed and recorded. Under the Moline Code of Ordinances, an accessory structure may not be built on a parcel without a primary structure. The Unity of Title would be a covenant on the land and would bind all successive owners of the property.

## **CONDITION OF PROPERTY**

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

## **CASUALTY CLAUSE**

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the above Property until the deed and possession are delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage, including liability coverage, upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to Seller to reduce the monies due hereunder; provided, however, that should moneys paid as a result of said damage exceed any monies due hereunder, than such excess amount shall be retained by Purchaser.

## **EXPENSES OF TRANSFER**

PURCHASER shall pay:

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

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

## **ENTIRE AGREEMENT**

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



IN WITNESS WHEREOF, the **City of Moline** has caused this Agreement for Sale of Real Estate to be duly executed in its name and on its behalf by Scott Raes, its Mayor, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**City of Moline (Seller)**

**Attest:**

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

\_\_\_\_\_  
Tracy Koranda, City Clerk

STATE OF ILLINOIS        )  
  )        ss  
COUNTY ROCK ISLAND    )

On this \_\_\_\_ day \_\_\_\_\_, A.D. 2016 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes and Tracy Koranda to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its City Council; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him/her/them voluntarily executed.

\_\_\_\_\_  
Notary Public

Approved as to form:

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

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

A SPECIAL ORDINANCE

DECLARING the property at 3317 48<sup>th</sup> Avenue as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 3317 48<sup>th</sup> Avenue, Moline, to Carl William Wildermuth.

\_\_\_\_\_  
WHEREAS, the City acquired the property at 3317 48<sup>th</sup> Avenue, Moline, due to Code compliance issues; and

WHEREAS, the lot has development constraints as it is located in a flood plain and is across the street from industrially zoned land; and

WHEREAS, neighboring property owner Carl William Wildermuth has agreed to purchase the property from the City for \$2,000, pursuant to the terms of an Agreement for Sale of Real Estate; and

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

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

**Section 1** – That the property located at 3317 48<sup>th</sup> Avenue, Moline, is declared as surplus.

**Section 2** – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 3317 48<sup>th</sup> Avenue, Moline, Illinois, with Carl William Wildermuth and do all things necessary to convey said property to Carl William Wildermuth, in return for payment of \$2,000; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

City Clerk

Approved as to Form:

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

**AGREEMENT FOR SALE OF REAL ESTATE**

**City of Moline  
An Illinois Municipal Corporation  
SELLER**

**Carl William Wildermuth  
A Single Person  
PURCHASER**

Address: 619 - 16th Street,  
Moline, IL 61265

Address: 3319 48<sup>th</sup> Avenue  
Moline, IL 61265

Telephone: (309) 524-2036

Telephone: (309) 736-1440

**THIS AGREEMENT IS DATED March 30, 2016.**

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 3317 48<sup>th</sup> Avenue, Moline, Illinois (parcel number 07-7577-1), consisting of 8,580 square feet more or less, legally described as:

**THE SOUTH ONE HUNDRED THIRTY-TWO (132) FEET OF LOT NUMBER SEVEN (7) SKY VIEW ACRES, AN ADDITION IN SOUTH MOLINE TOWNSHIP, SITUATED IN THE COUNTY OF ROCK ISLAND, IN THE STATE OF ILLINOIS;**

hereinafter referred to as the "Property," for the total sum of TWO THOUSAND and No/100 DOLLARS (\$2,000.00) payable in cash or other immediately available funds, at Closing, as defined herein.

**CONVEYANCE OF TITLE AND DOCUMENTS OF SALE**

At Closing, Seller shall deliver a quit claim deed to Purchaser provided that all conditions of this Agreement have been met by the parties.

**POSSESSION AND CLOSING**

Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. The Closing of this transaction shall be held on or before May 20, 2016 with possession of the Property to be delivered at the same time, free and clear of all possessory interests, including, without limitation, squatters.

**ASSIGNMENTS AND TRANSFERS PROHIBITED**

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

## **BUILDINGS, FIXTURES AND PERSONAL PROPERTY**

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

As to future accessory structures, Buyer is on notice that if, at any time after Buyer becomes the title holder to this property, he desires to build an accessory structure on the property, a Unity of Title document must be executed and recorded. Under the Moline Code of Ordinances, an accessory structure may not be built on a parcel without a primary structure. The Unity of Title would be a covenant on the land and would bind all successive owners of the property.

## **CONDITION OF PROPERTY**

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

## **CASUALTY CLAUSE**

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the above Property until the deed and possession are delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage, including liability coverage, upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to Seller to reduce the monies due hereunder; provided, however, that should moneys paid as a result of said damage exceed any monies due hereunder, than such excess amount shall be retained by Purchaser.

## **EXPENSES OF TRANSFER**

PURCHASER shall pay:

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

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

## **ENTIRE AGREEMENT**

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



IN WITNESS WHEREOF, the **City of Moline** has caused this Agreement for Sale of Real Estate to be duly executed in its name and on its behalf by Scott Raes, its Mayor, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**City of Moline (Seller)**

**Attest:**

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

\_\_\_\_\_  
Tracy Koranda, City Clerk

STATE OF ILLINOIS        )  
  )        ss  
COUNTY ROCK ISLAND    )

On this \_\_\_\_ day \_\_\_\_\_, A.D. 2016 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes and Tracy Koranda to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its City Council; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him/her/them voluntarily executed.

\_\_\_\_\_  
Notary Public

Approved as to form:

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