



MOLINE CITY COUNCIL AGENDA

Tuesday, July 19, 2016

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Acri

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		
Waldron		
Acri		
Mayor Raes		

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of July 12, 2016 and appointments made during Committee of the Whole on July 12, 2016.

Resolutions

1. Council Bill/Resolution 1094-2016

A Resolution authorizing the Mayor and City Clerk to execute an agreement between the City of Moline and the Board of Education of Moline School District 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2016/2017 school year.

Explanation: Reimbursement agreement with respect to the four police officers assigned to Moline School District 40 during the 2016-2017 school year. The school district will reimburse 40 percent of the salary and benefit costs for the officers assigned at Moline High School, the Alternative High School, and Wilson and John Deere Middle Schools.

Fiscal Impact: Reimbursement of \$187,748.

Public Notice/Recording: N/A

2. Council Bill/Resolution 1095-2016

A Resolution authorizing the Mayor and City Clerk to execute a Security Officer Services Contract with Per Mar Security & Research Corp. for parking enforcement services for the City of Moline for a one-year period commencing August 1, 2016.

Explanation: The City recently published a request for sealed proposals for a professional security service to provide parking enforcement services by monitoring the City's downtown parking district and issuing citations to individuals who violate the parking regulations applicable to on-street parking spaces and City-owned parking lots. Proposals were accepted until May 24, 2016, and subsequently reviewed, with a finding that Per Mar Security & Research Corp., Davenport, Iowa, submitted the proposal most advantageous to the City. The City wishes to execute a contract with Per Mar to provide the parking enforcement services as a cost-savings measure to the City, as outsourcing the services may be done at a lower cost than continuing the services in-house. Prior to making this recommendation, City staff conferred with AFSCME Local 1132 representatives regarding this matter pursuant to a requirement of the labor agreement between the City and AFSCME. Per Mar will provide to the City a minimum of forty hours of service per week, Monday through Friday;

enforcement services will not be required on weekends or on holidays observed by the City. Per Mar will assign one employee and one vehicle to the City at the rates provided in the contract's schedule of billing rates, and the anticipated total cost for the one-year contract term is approximately \$39,400 (minimum of forty hours per week at \$16.97 per hour plus the vehicle cost of \$335 per month). The contract will commence August 1, 2016, for one year with an automatic renewal of one year unless either party gives thirty days written notice of termination or non-renewal. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

3. Council Bill/Resolution 1096-2016

A Resolution authorizing the Mayor and City Clerk to execute, on behalf of the City of Moline, a Subordination Agreement with MJ Storm Investments, L.L.C. for property located at 525 16th Street, Moline.

Explanation: The City previously entered into a Mortgage with MJ Storm Investments, L.L.C. for property located at 525 16th Street, Moline, wherein the City agreed to subordinate its rights in the property to MJ Storm Investment L.L.C.'s mortgage holder, Midwest Bank. MJ Storm is now refinancing its mortgage and is seeking a new Subordination Agreement with the new bank, TBK Bank, SSB. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

4. Council Bill/Resolution 1097-2016

A Resolution authorizing the Mayor and City Clerk to accept fourteen (14) Deeds of Dedication for Street Right-of-Way more particularly described herein to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue.

Explanation: Deeds of Dedication for Street Right-of-Way are necessary and have been executed from the following property owners:

Property Owner's Name	Address	Parcel Number
Ann Schwieder	3215 40 th Street	07-12164
Vicki L. Gabrysiak	3227 40 th Street	07-12165
Robert G. Ingvall and Nettie E. Ingvall	3235 40 th Street	07-2397-3
Richard Darnell	3301 40 th Street	07-2397-1
Arthur R. Leemans	3303 40 th Street	07-2396-A
Chester Colclasure and Margaret Ann Colclasure	3305 40 th Street	07-2396-C
Timothy G. Johnson and Laurie A. Johnson	3310 40 th Street	07-2386-D-2
Ronald A. Cross and Cynthia L. Cross	3312 40 th Street	07-2386-E-1
Kathleen K. Heyvaert	3314 40 th Street	07-2386-E
Todd Reed and Tarrah A. Reed	3315 40 th Street	07-14720
Arlin L. Hicks	3319 40 th Street	07-14721
Tushar S. Bhandarkar and Roopali T. Bhandarkar	3325 40 th Street	07-12702
Shane Clark and Tara M. Clark	3401 40 th Street	07-12703
Shane Clark and Tara M. Clark	3405 40 th Street	07-14715

These Deeds of Dedication will be recorded at the Rock Island County Recorder's Office. Additional documentation attached.

Fiscal Impact: Recording costs

Public Notice/Recording: Yes

5. Council Bill/Resolution 1098-2016

A Resolution authorizing the Mayor and City Clerk to accept thirty-two (32) Temporary Construction Easements more particularly described herein to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue.

Explanation: Temporary Construction Easements are necessary and have been executed from the following property owners:

Property Owner's Name	Address	Parcel Number
Ryan Klemetson and Leean Klemetson	3201 40 th St	07-13370
Mark J. Beldin	3202 40 th St	07-2386-F
Stanley L. Burich	3205 40 th St	07-13307
Marjorie A. Britz	3209 40 th St	07-14977
Daniel L. Atkinson	3212 40 th St	07-12846
Levi W. Ritchie	3213 40 th St	07-14978
Ann Schwieder	3215 40 th St	07-12164
Cynthia A. Betcher	3218 40 th St	07-12847
Richard A. Niemeier and Marlena J. Atkinson-Niemeier	3220 40 th St	07-12848
John Maere	3224 40 th St	07-14921
Vicki L. Gabrysiak	3227 40 th St	07-12165
John D. Phillips and Lisa G. Phillips	3230 40 th St	07-14922
Robert G. Ingvall and Nettie E. Ingvall	3235 40 th St	07-2397-3
Gregory A. Willard and Nicole L. Willard	3240 40 th St	07-2386-C-1
Richard Darnell	3301 40 th St	07-2397-1
Reginald Allen and Bridgett Allen	3302 40 th St	07-2386-C
Arthur R. Leemans	3303 40 th St	07-2396-A
Margaret Ann Colclasure and Chester Colclasure	3305 40 th St	07-2396-C
David L. Hendershot and Barbara A. Hendershot	3309 40 th St	07-13211
Timothy G. Johnson and Laurie A. Johnson	3310 40 th St	07-2386-D-2
Ronald A. Cross and Cynthia L. Cross	3312 40 th St	07-2386-E-1
Abe Latting, Jr and Bonnie L. Latting as Trustees of the Abe Latting, Jr. and Bonnie L. Latting Revocable Living Trust, dated May 27, 2014	3313 40 th St	07-13214
Kathleen K. Heyvaert	3314 40 th St	07-2386-E
Todd Reed and Tarrah A. Reed	3315 40 th St	07-14720
Arlin L. Hicks	3319 40 th St	07-14721
Tushar S. Bhandarkar and Roopali T. Bhandarkar	3325 40 th St	07-12702
Shane Clark and Tara M. Clark	3401 40 th St	07-12703
David D. Bisby and Julie A. Bisby	3412 40 th St	07-2388
Betty L. Piliponis	3414 40 th St	07-13225
Bernice Weigandt	3461 40 th St	07-2389-A
Raymond E. Nelson	3417 40 th St	07-12153
Larry A. Van Ert as Trustee of the Larry A. Van Ert Trust, dated October 2, 1992	4003 36 th Ave Ct	07-2390

Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

6. Council Bill/Resolution 1099-2016

A Resolution authorizing the Mayor and City Clerk to accept a Permanent Utility and Drainage Easement with Larry A. Van Ert as Trustee of the Larry A. Van Ert Trust dated October 2, 1992.

Explanation: A Permanent Utility and Drainage Easement with Larry A. Van Ert as Trustee of the Larry A. Van Ert Trust dated October 2, 1992, 4003 36th Avenue Court is necessary to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

7. Council Bill/Resolution 1100-2016

A Resolution authorizing the expenditure of TIF #11 funds related to the Multi Modal Station construction.

Explanation: Bids have been received for the Bid Package #3 of the Multi Modal Station redevelopment project. Bush Construction is the apparent lowest responsive and responsible bidder with a base bid of \$9,297,836.00. Bush Construction’s bid submittal is currently under review by the Illinois Department of Transportation and an award is expected within the next few weeks with work beginning in August. Bid Package #3 includes \$2,181,836.00 worth of street and utility work in 4th Avenue and 12th Street. Sufficient Tiger funds are available to fund 30% of the street and utility work with TIF #11 funding the remaining 70% or \$1,527,285.00.

Fiscal Impact: \$2,201,180.00 is budgeted in Account #260-0775-469.04-27, TIF #11 for street and utility improvements as part of the MMS Reconstruction Project. Council previously approved \$288,200.00 for design and construction inspection services related to the street and utility work.

Public Notice/Recording: N/A

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

Omnibus Vote

Non - Consent Agenda

Second Reading Ordinances

8. Council Bill/General Ordinance 3021-2016

An Ordinance amending Chapter 7, “ANIMALS AND FOWL,” of the Moline Code of Ordinances, Sec. 7-1101, “DEFINITIONS,” by enacting new subsections (5), (6), (7), (24), (31) and (36) and consecutively renumbering the remaining subsections of Sec. 7-1101; Sec. 7-1104, “LIVESTOCK AND DOMESTIC FOWL PROHIBITED IN CITY; RUNNING AT LARGE; NUISANCE,” by repealing said section in its entirety and enacting in lieu thereof one new Sec. 7-1104 dealing with the same subject matter; enacting one new Sec. 7-1104A entitled “URBAN HENS;” and Sec. 7-1116, “ANIMAL CAGES, RUNS, PENS, ETC.,” by repealing subsection (b)(4) in its entirety and enacting in lieu thereof one new subsection (b)(4).

Explanation: The Code of Ordinances currently prohibits the keeping of domestic fowl, including chickens, within the City. Per resident request and City Council directive, City staff has reviewed the possibility of amending the Code to allow residents to keep chickens on residential properties within the City so they may be used as a sustainable living option for fresh, home-raised eggs. This ordinance would amend Chapter 7 of the Code to allow the keeping of up to six hens on a property containing a one-family detached dwelling (single family residence) that meets the proper zoning requirements set forth in the ordinance. An urban hen license issued by the City will be required before any individual may keep hens within the City, and the annual license fee will be \$25.00. The license will allow the keeping of hens (female chickens) only; the keeping of roosters will not be permitted. The hens must at all times be kept in a chicken enclosure or chicken pen or fenced area located a minimum of five feet from property lines and a minimum of 25’ from any adjacent residential dwelling, church, school or place of business. The chicken enclosure and chicken pen must be located on the rear or backyard of the property, or, if the rear or backyard does not meet these setback requirements, the enclosure and pen may be located in a side yard that meets the setback requirements. This ordinance will also amend the Chapter 7 Code provision pertaining to the sale of fowl by licensed businesses.

Fiscal Impact: Annual license fees

Public Notice/Recording: Pamphlet publication

First Reading Ordinances

9. Council Bill/Special Ordinance 4038-2016

A Special Ordinance granting a variance to Section 28-3200(a) and Section 35-4218 of the Moline Code of Ordinances to delay installation of sidewalks along all public and private streets for property located at SouthPark Mall and other outlots along 16th Street between John Deere Road and 52nd Avenue as more fully described herein, including frontage along any public or private street lots that have not yet been assigned addresses.

Explanation: Macerich has tentative lease agreements with two national restaurants to locate outside Southpark Mall on the remaining outlots near 16th Street. City ordinance requires sidewalks to be constructed along all public and private streets as part of each development. A representative for Macerich informed City staff that the sidewalk requirement is impacting Macerich's ability to finalize agreements with the restaurants. There are significant challenges and high costs to build a sidewalk along and over the drainage ditch, and Macerich questions the need for internal sidewalks on the Mall property. Because there are multiple lots along this corridor which may be developed, or redeveloped, the City is seeking a sidewalk variance conditional upon the construction and operation of two (2) or more nationally-known restaurants on the remaining 16th Street outlots. Additional documentation attached.

Public Notice/Recording: N/A

Fiscal Impact: N/A

10. Council Bill/Special Ordinance 4039-2016

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 Bierstube Metalfest scheduled for Saturday, July 30, 2016.

Explanation: This is a yearly event and has been reviewed by the Special Events Committee.

Fiscal Impact: N/A

Public Notice/Recording: N/A

11. Council Bill/Special Ordinance 4040-2016

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 Slide the City scheduled for Saturday, August 06, 2016.

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

Fiscal Impact: N/A

Public Notice/Recording: N/A

Miscellaneous Business (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)

Council Bill/Resolution No. 1094-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement between the City of Moline and the Board of Education of Moline School District 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2016/2017 school year.

WHEREAS, pursuant to the agreement, the police department will assign police officers at Moline High School, Alternative High School, Wilson Middle School and John Deere Middle School on a full time basis during the 2016/2017 school year; and

WHEREAS, in part, the agreement provides for Moline School District No. 40 to reimburse the City of Moline for 40 percent of the total salary and benefit costs for the four assigned officers and 100 percent of the cost for overtime worked at the request of the schools.

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 the Board of Education of Moline School District 40 setting forth the terms for assignment of the four school liaison officers to the school system for the 2016/2017 school year, provided said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor
July 19, 2016

Date

Passed: July 19, 2016

Approved: July 26, 2016

Attest: _____
City Clerk

Approved as to form:

City Attorney

SCHOOL POLICE LIAISON OFFICERS

AGREEMENT

This Agreement made and entered into this 27th day of JUNE, 2016, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation, hereinafter referred to as "City", and, the BOARD OF EDUCATION OF MOLINE SCHOOL DISTRICT NO. 40, a body politic and corporate, hereinafter referred to as "School Board".

WITNESSETH:

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards have control of school property and are responsible for pupil and staff safety; and

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards may contract for work for the district and may hire educational support personnel; and

WHEREAS, Art. VII, § 10, Ill. Const. provides that school districts and cities may contract to share any power not prohibited by law; and

WHEREAS, the City, with a population greater than 25,000, has plenary police powers pursuant to Art. VII, § 6(a), Ill. Const.; and

WHEREAS, both the School Board and the City believe that having police officers, properly trained in juvenile justice programs, assigned to and stationed at Moline High School, the Alternative High School, Wilson Middle School and John Deere Middle School will increase pupil and staff safety, further juvenile prevention programs, and will deter juvenile crime; and

WHEREAS, the City is willing to assign such officers to the schools only if the School Board participates in a cost sharing of the salary and benefit costs of such officers; and

WHEREAS, the School Board is willing to participate in such cost sharing only upon certain guarantees about approval of personnel, work of personnel, and delineation of duties;

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

Article I. Purpose.

The purpose of this Agreement is for the City to agree to assign and station a police officer at each of the following four schools: Moline High School, Alternative High School, Wilson Middle School, and John Deere Middle School, and for the City to set forth with particularity said police officers' duties and chain of command and for the School Board to delineate its financial responsibilities for such assignment and for the School Board to establish its obligations in respect to supervision, provision of office space and equipment, and right of veto over personnel selection. Furthermore, the purpose of this Agreement is to establish certain operational guidelines, termination

rights, and division of liability.

Article II. Term.

The term of this Agreement is from August 1, 2016, to July 31, 2017.

Article III. Termination Rights.

3.1 Either party may terminate this Agreement for cause upon fifteen (15) days written notice delivered to the other party. "For cause" is defined for purposes herein as written notice of deficiency which deficiency is not corrected to the mutual satisfaction of both parties within fifteen (15) days after receipt of such notice.

3.2 Either party may terminate this Agreement without cause upon ninety (90) days written notice delivered to the other party.

3.3 Termination of this Agreement under either 3.1 or 3.2 shall not relieve either party of any obligation incurred up to and including the date of termination; and, if the School Board terminates under 3.2, it shall be responsible for payment of its share of the cost of the assigned officers as outlined in 5.3.

Article IV. City's Duties.

4.1 The City shall assign four Moline Police Officers to and station said officers at the aforesaid schools for all pupil attendance days between August 1, 2016 and July 31, 2017, and for five (5) workdays prior to the fall, 2016 start of classes (as staff orientation), if requested by the School Board. The City shall not be required to assign an alternate officer in the event of sickness of an officer, other than an extended illness, or when on paid leave status; however, the City reserves the right to assign an alternate on such days or other days.

4.2 Said assigned officers, and any alternate, shall be selected, supervised, and instructed to perform in accordance with the Job Description attached hereto and incorporated herein as Exhibit "A".

4.3 It is understood that the assigned officers may not continuously remain on school property. Court appearances, training and police emergencies may require assigned officers to be off school property. While the City will attempt to keep those incidents to a minimum, both parties acknowledge that such matters are not completely within the control of the City. In addition, the School Board understands that training of officers will benefit not only the City and the police department, but also the School Board.

4.4 The City shall authorize overtime not associated with school activities and pay for any overtime so authorized.

4.5 The City shall provide each of the assigned officers with a City owned vehicle. The City shall be responsible for all costs associated with such vehicle use.

4.6 The City shall provide the School Board with quarterly statements for the School Board's share of the cost of the four assigned police officers for the period of this agreement in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

4.7 The City agrees to indemnify, defend, and hold harmless School Board for all claims under the Workers Compensation, Occupational Disease, or similar statutes for injury or illness resulting to the assigned employee from such assignment. In addition, the City agrees to indemnify, defend, and hold harmless School Board for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred off of school property even though said events involve said assigned officers. Such duty to indemnify, defend, and hold harmless School Board for events off school property does not extend, however, to events occurring outside the corporate limits of the City of Moline when the School Board seeks the assistance of the assigned officer outside said corporate limits - i.e. said assigned officer is requested to accompany school personnel to investigate a matter in Coal Valley or in unincorporated territory.

Article V. School Board Duties.

5.1 The School Board shall request four officers to be assigned at the aforesaid schools.

5.2 The School Board shall provide sufficient office space, furniture, office supplies, telephone, and secure filing cabinet for said assigned officers.

5.3 The School Board shall pay forty-five percent (40%) of the cost of the assigned officers including salary and benefits within thirty (30) days after receipt of a billing from the City. Billings will occur on a quarterly basis in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

5.4 Any time the School Board requests and authorizes overtime for an assigned officer, this shall be paid by the School Board at the assigned officer's overtime rate.

5.5 The School Board shall indemnify, defend, and hold harmless City for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred on school property or if said events occurred off of school property and outside the corporate limits of the City and upon a request by School Board for assistance and if said events arise out of execution of this Agreement.

Article VI. Miscellaneous.

6.1 Both parties have certain duties to indemnify, defend, and hold harmless the other party under certain specified circumstances. Therefore, whenever a demand or suit is made or filed against the beneficiary of such duty, that party shall promptly notify in writing the burdened party of such demand or suit and such burdened party shall promptly notify the benefited party of the name of the individual assigned to handle and defend such demand or suit.

6.2 While the School Board reserves the right to make final approval of assigned officers and alternates and to demand the removal of any such officer approved, the City reserves the sole and exclusive right to discipline such personnel. The School Board shall report promptly, however, to the Chief of Police any infractions or deficiency in performance and may file charges with the Board of Fire and Police Commissioners against said personnel only after ten (10) days have expired from so reporting same to the Chief of Police.

6.3 Both parties agree that the assigned officers shall have no authority to act as a Juvenile Officer outside the corporate limits of the City unless specifically authorized by the City.

6.4 Both parties agree that, if an assigned officer is expected to perform a search or seizure of persons or property, said officer shall be bound by and shall follow established City policies and directives. Nothing herein shall prevent school personnel from acting under School Board policies and directives outside the presence of the assigned officer.

6.5 Should a dispute arise concerning the statement of costs, the School Board shall promptly pay the amounts not in dispute. The Chief of Police and Superintendent of Schools shall meet within ten (10) days to discuss the remaining amounts in dispute; and, if they are unable to resolve said dispute mutually within ten (10) days thereafter, the dispute shall be submitted to governing bodies of the parties.

6.6 Any change to this Agreement shall be in writing and approved by the governing bodies of both parties. The Chief of Police and the designated School Board representative may, however, approve non-substantive changes, i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority, by reducing same to writing and executing same for the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized agents to sign and seal, if any, these presents the day and year first above written.

MOLINE SCHOOL DISTRICT NO. 40

CITY OF MOLINE, ILLINOIS

By Justin Anderson
President

By _____
Mayor

Attest:

Attest:

Dana McDermott
Secretary

City Clerk

Approved as to Form:

Approved as to Form:

W/A
School Board Attorney

City Attorney

JOB DESCRIPTION

POLICE LIAISON OFFICER

Page 1 of 2

Job Title: Police Liaison Officer

Employment: The Police Liaison Officer is an officer of the Moline Police Department and an employee of the City of Moline on special assignment to Moline School District No. 40.

Employment Contract: The City of Moline and Moline School District No. 40 will enter into an annual agreement to purchase liaison officer services.

Qualifications/Selection: The training, experience and other qualifications of the Police Liaison Officer shall be established by the Chief of Police. When selecting an officer for this position, the Chief of Police shall nominate a slate of qualified candidates, and the school principal shall make the final selection.

Professional Standards: The Police Liaison Officer must conduct himself/herself in a professional manner and must maintain a high level of respect and integrity within the school community. As a Juvenile Officer, the Police Liaison Officer must maintain a caring attitude towards students and must remain sensitive to the problems of students and staff in the school environment.

Attire: When functioning as the Police Liaison Officer, the officer shall normally be dressed in plain clothes, except on those occasions when, in the judgment of school authorities, the standard police uniform would be more appropriate.

Reports to: The Police Liaison Officer is primarily a police officer and as such is at all times under the command of his designated police department superiors. However, during those hours in which the officer is assigned to the school, he/she shall report to the principal or his/her designee. When the officer is not functioning as the Police Liaison Officer, he/she will report to his/her designated supervisor at the Moline Police Department.

Duties: The position of Police Liaison Officer is a staff liaison position and is considered an integral part of the pupil personnel services of the school. Specifically, the position is a part of the school administration and in this relationship the officer's duties are under the authority and responsibility of the school principal.

The Police Liaison Officer shall not be responsible for the enforcement of school district policies, but shall assist the staff in said enforcement when requested to do so.

As a member of the school staff, the Police Liaison Officer:

1. Serves as the liaison between the school and the Moline Police Department, promotes the development of effective communication between the school and legal authorities, and coordinates the provision of police services to the school.

JOB DESCRIPTION
POLICE LIAISON OFFICER

2. Serves as a consultant to School District No. 40 in matters of crime prevention, law enforcement, community youth services and other related matters.
3. Pro-actively works with school personnel to prevent crime on school grounds, to protect students and staff, and to provide a safe and secure school environment. In this role the liaison officer patrols the school and grounds, supervises parking lots, monitors pedestrian and vehicular traffic on school grounds, and prevents loitering and trespassing on school property when requested to do so.
4. Conducts and/or coordinates the police investigation of incidents involving the school, its staff and students. The officer will also investigate other cases or perform other duties assigned by his designated police department supervisor.
5. As a Police Juvenile Officer, the Police Liaison Officer must develop and maintain a familiarity with community delinquency patterns, trouble spots, and other youth and community problems.
6. Confers with and assists deans, counselors, and other school staff concerning individuals, families and neighborhoods in the early identification of troubled, neglected or abused youths and delinquent behavior.
7. Participates in providing advice and guidance to students and parents and assists in referral to appropriate community services.
8. Assists school staff in the prevention of truancy, in processing truancy cases, and in making home visits when required.
9. Assists school staff in the supervision of extra-curricular school activities as requested.
10. Performs other duties as assigned by the school administration or by his/her designated police department supervisor.

Council Bill/Resolution No. 1095-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Security Officer Services Contract with Per Mar Security & Research Corp. for parking enforcement services for the City of Moline for a one-year period commencing August 1, 2016.

WHEREAS, the City recently published a request for sealed proposals for a professional security service to provide parking enforcement services by monitoring the City's downtown parking district and issuing citations to individuals who violate the parking regulations applicable to on-street parking spaces and City-owned parking lots; and

WHEREAS, proposals were accepted until May 24, 2016, and subsequently reviewed, with a finding that Per Mar Security & Research Corp., Davenport, Iowa ("Per Mar"), submitted the proposal most advantageous to the City; and

WHEREAS, the City wishes to execute a contract with Per Mar to provide the parking enforcement services as a cost-savings measure to the City, as outsourcing the services may be done at a lower cost than continuing the services in-house; and

WHEREAS, prior to making this recommendation, City staff conferred with AFSCME Local 1132 ("AFSCME") representatives regarding this matter pursuant to a requirement of the labor agreement between the City and AFSCME; and

WHEREAS, under the contract, Per Mar will provide to the City a minimum of forty hours of service per week, Monday through Friday; enforcement services will not be required on weekends or on holidays observed by the City; and

WHEREAS, Per Mar will assign one employee and one vehicle to the City at the rates provided in the contract's schedule of billing rates, and the anticipated total cost for the one-year contract term is approximately \$39,400 (minimum of forty hours per week at \$16.97 per hour plus the vehicle cost of \$335 per month); and

WHEREAS, the contract will commence August 1, 2016, for a period of one year with an automatic renewal of one year unless either party gives thirty days written notice of termination or non-renewal.

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 Security Officer Services Contract with Per Mar Security & Research Corp. for parking enforcement services for the City of Moline for a one-year period commencing August 1, 2016; 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

July 19, 2016

Date

Passed: July 19, 2016

Approved: July 26, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney



Security Officer Services Contract

This agreement is made and executed this 29th day of June, 2016, by and between Per Mar Security & Research Corp., an Iowa Corporation (hereinafter called "Per Mar") and the City of Moline (hereinafter called "Client") for the term beginning 1st day of August, 2016, and a duration of one year. At the end of this term, this agreement will automatically renew for a like term unless either party gives written 30 day notice of intent not to renew.

Whereas, Client maintains and operates parking enforcement in the City of Moline, State of Illinois.

Now, for the consideration hereinafter set forth, the following is agreed by and between the parties:

1. That Client engages Per Mar to furnish Security Officer Service at the above Client location under the terms as set forth below. The proposal submitted by Per Mar is attached hereto and incorporated herein by reference as Exhibit A.
2. Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the protected property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time.
3. Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.
4. Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client's opinion, is guilty of improper conduct, as quickly as a qualified replacement can be made available.
5. All personnel required for the performance of this agreement shall be employees of Per Mar, and that Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker's compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.
6. Per Mar shall provide Security Officer Service for a minimum of 40 hours per week unless a coverage change is specifically agreed to by both Per Mar and Client. The billing rates and equipment costs are based on this minimum; therefore, any permanent reduction in hours will automatically allow for a pricing re-opener to negotiate an increase in the hourly billing rates to adjust for the diminished hours.
7. For the services hereunder, Client will pay Per Mar as set forth in the following schedule of billing rates. Per Mar's invoices are payable upon presentation to Client, without deduction or offset of any kind or nature whatsoever. Client agrees to pay Per Mar interest at one and one-half percent per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this or any other provision of this agreement, the costs, to include attorneys fees will be paid by the Client.

SCHEDULE OF BILLING RATES

Position	Hourly Rate	Overtime & Holiday Rate
Security Officer	\$16.97	\$25.46
Security Vehicle	\$335.00 per month	

The above billing rates shall apply during the term of this contract; however, if a change in state or federal minimum wage rates, or if any other legislation or regulation, whether federal, state or local, that adversely affects Per Mar's direct labor and/or payroll tax costs, Client agrees to pay the revised billing rates which will reimburse Per Mar for its added costs. In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws. Per Mar shall invoice Client for services weekly.

8. These billing rates are applicable without regard to any overtime pay which may be paid by Per Mar to its employees. It is further agreed that where conditions exist at the protected property that would require the assignment of Security Officers in excess of the number of hours as specified in Paragraph 6, Client shall pay Per Mar the overtime billing rate as incurred for those hours in excess of the minimum hours per week, as set forth in the schedule of billing rates.

9. Client shall pay the holiday billing rate as specified in the schedule of billing rates for service rendered on the ten following holidays: New Year's Day, President's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

10. It is understood and agreed that Per Mar is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Client's premises shall be obtained by Client; that Per Mar is being paid for security services designed to augment Client's overall security program and the amounts being charged by Per Mar are not sufficient to warrant against loss; and Per Mar does not assume responsibilities for any losses which may occur unless due to Per Mar's sole negligence or reckless or intentional conduct.

11. Client shall not employ an employee of Per Mar during the term of this contract and from one year after the date of termination thereof, and Per Mar shall not employ any employee of Client during the entire term of this contract or for one year after the termination thereof.

12. Either party may terminate this contract by serving the other party with written notice at least thirty days prior to the termination date. An unsatisfactory payment pattern, such as skipping payments every other billing cycle or extending past 120 days, by the Client shall constitute good cause, and service, at Per Mar's option, may be terminated immediately without penalty.

13. This contract may be reopened, upon the request of either party, one time in each consecutive twelve-month period during the term of this contract for the purpose of negotiating revised billing rates for the Security Officer Service herein provided. These billing rate revisions are exclusive of those specified in Paragraph 7.

14. This agreement constitutes the entire agreement and understanding between the parties superseding all prior representations, understandings, discussions, negotiations, commitments, and agreements of any kind. The undersigned representatives have express authority to bind their companies with respect to all matters requiring approval or authorization of the above terms and conditions.

15. If either party defaults in the performance of any of the obligations of this agreement, the other party may give notice of default and, if the default is not cured within 14 days, the non-defaulting party may terminate the agreement immediately.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above written.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

City of Moline
619 16th Street
Moline, IL 61265

By: Brian Duffy

By: _____

Name: Brian Duffy

Name: SCOTT RAES

Title: President/Managing Director

Title: MAYOR

Date: 7/1/16

Date: _____

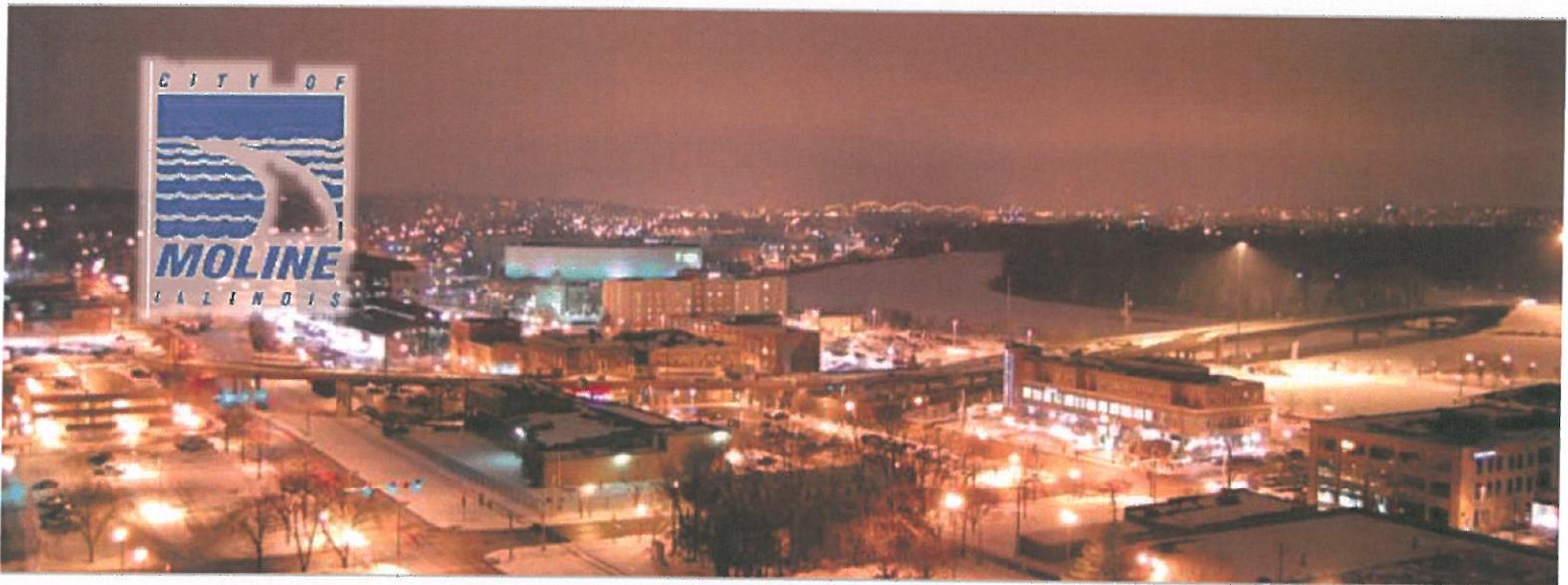
approved as to form
Manner E J

EXHIBIT A



CUSTOMER SERVICE PROFILE

Parking Enforcement Services



City of Moline
Moline, IL



GUARDIANS OF PEOPLE, PROPERTY, AND PROFITS FOR LIFE!



SECURITY
SERVICES

May 24, 2016

City of Moline
Attn: Maureen E. Riggs, City Attorney
City Hall
619 16th Street
Moline, IL 61265

RE: Request for Parking Enforcement Services

Dear Ms. Riggs,

On behalf of myself and Per Mar Security Services I would like to thank you for allowing us to present our unique methods to ensure City of Moline enjoys a highly successful, robust parking enforcement program. We are already currently providing this very service to both the City of Rock Island and the City of Davenport. Please see our reference sections for contacts to verify this service with both municipalities.

Per Mar Security Services has been a family owned and operated, full-service security company trusted by over 500 clients. Our 22 offices, strategically placed across the Midwest, and 24/7/365 Dispatch/Communications Center ensure exceptionally responsive protection of your assets, employees, visitors and guests. We are effective, proactive -- and have maintained our reputation for integrity, accountability and reliability for over 60 years.

We look forward to serving as the foundation of City of Moline's parking enforcement for years to come.

If you should have any further questions or need additional information, please do not hesitate to contact me directly at (563) 650-7123.

Sincerely,

Ken Ockerman
General Manager
Per Mar Security Service



Preface

Below is your single point of contact. This dedicated professional will remain with you throughout the duration of our partnership, utilizing 10+ years of security industry, sales and management experience to assure your consistently smooth running security program.

 <p>PER MAR SECURITY SERVICES</p>	<p>Ken Ockerman <i>General Manager</i></p>
	<p>kockerman@permarsecurity.com P: (563) 326-6292 F: (563) 344-8016 C: (563) 650-7123 5424 Tremont Avenue Davenport, IA 52807 http://www.permarsecurity.com/</p>

Expiration of Proposal

This proposal for Security Officer Services is submitted to City of Moline by Per Mar Security Services on Tuesday, May 24th, 2016, and will remain valid for a period of 60 days from date of submission.

Statement of Confidentiality

All information contained in this document is proprietary to Per Mar Security Services and is submitted to City of Moline with the understanding that it will be held in the strictest confidence and will not be disclosed, disseminated, duplicated or used, in whole or in part, for any purpose other than the evaluation of City of Moline's employees, associates and/or agents.

Equal Employment Opportunity Statement

Per Mar Security Services is an Equal Opportunity Employer pledged not to discriminate in employment on the basis of race, religion, sex, national origin, non-job related medical condition or handicap, marital or veteran status or age. Pronouns used in this proposal are gender neutral. Specifically, the pronouns he, she, him, and her are intended to describe both male and female applicants and employees.

SECTION I

Executive Summary

We thank you for your interest; we value this opportunity to present the unique strengths and qualifications Per Mar Security Services offers to City of Moline. Over 500 security officers and mobile security clients have learned they can trust in our integrity, accountability, accessibility and reliability.



For over 60 years, Per Mar Security Services has provided quality unarmed and armed security officers across a wide range of situations in almost every industry: businesses from small to Fortune 500, healthcare, retail and financial institutions, manufacturing and industrial sites, governmental agencies and residential communities. Without interruption we have served Palmer College of Chiropractic since 1976, Duane Arnold Energy Center since 1989, and Marsh Insurance since 1993. Clients continually chose Per Mar Security Services as we provide quality, not just bodies, and provide services which not only meet contract requirements but also meet needs and expectations... within budget.

PER MAR SECURITY SERVICES AT A GLANCE

Years in Business	63 years; since 1953
Structure/Ownership	<ul style="list-style-type: none">▪ Regionally dominant. We are the largest security services provider within our footprint in the Midwest▪ Family owned/American owned; hands-on owner-operated▪ Financially stable for all 60+ years
Office Locations	Headquarters: Davenport, Iowa 22 strategically located branch offices across the Midwest
Number of Professionals	2,700+ across the Midwest Over 60 Managers & Supervisors in the Security Officer Division Supported by over 100 skilled administrative professionals centralized in our Davenport headquarters
Security Disciplines	<ul style="list-style-type: none">▪ Security officers and event security services▪ Intrusion and fire alarms, with full service systems monitoring▪ Integrated access control and CCTV system monitoring▪ Business & Background Investigative services▪ Training/educational services▪ Enterprise support including security strategies, planning, seminars, surveys and assessments

Overview of Our Approach

PARTNERSHIP: COMMITTED SECURITY PARTNERS WITH EXCEPTIONAL TECHNICAL DEPTH

John and Eleanor Duffy and successive generations recognized that in order to excel as a supplier of security services, it was vital to thoroughly understand the needs of our clients, then stay proactively prepared to meet those needs. Throughout our entire 60+ year history, our focus has remained client centric, an approach deeply imbedded into our processes and corporate culture.

Partnership with Per Mar Security Services means:

- The latest available integrated physical and electronic security innovations -- *proven* best industry practices that enhance security requirements and reduce security budgets
- Deliberately cultivated teams -- some of the most experienced, integrated teams available in the industry
- Carefully developed bench of executive expertise -- our clients benefit from our management's wide and deep knowledge of a wide range of industries and security disciplines
- As a privately held, family-run corporation, quality and innovation is not limited by profit-motivated shareholders.

IN THE WORDS OF OUR CLIENTS...

I wanted to personally take the opportunity to acknowledge the professionalism and service Per Mar officers provide to our facility. For the past several years, we have utilized your company to provide uniform security officers to enhance our security initiatives at the medical center enter. I have been very pleased with the recruitment, abilities, and professionalism of the officers assigned to our account. They go above and beyond to meet our service initiatives and help to provide a safe and secure environment for our patients and visitors. Many times with contract services, there can be disconnect between the provider and customer. That has never been the case with Per Mar officers and our staff. There is good communication, cohesion and shared belief in great customer service. Because of these elements, it has led to a very positive working relationship.

Ryan V, EMS Chief

MANAGEMENT AND SUPERVISION

Supervision through our Branch Offices assures swift response and in-depth knowledge of your contract's specific requirements, unique site needs, local hiring environment, etc. Per Mar's managers at all levels do not wait to **react** to client needs; we are **proactive** in monitoring performance and in communications with clients, including through impromptu field inspections and client meetings, regular post orders review and annual client satisfaction surveys (the results of which are thoroughly analyzed by our Executive Management team).

PROVEN PROCESSES FOR RECRUITMENT, SELECTION, PLACEMENT

Our regional dominance, reputation as a quality employer and aggressive and methodical recruitment programs combine to assure Per Mar Security Services maintains a large and continuous applicant flow. This large pool of candidates, and our strong focus on former military and retired law enforcement/fire/emergency services, enables us to select more mature candidates who possess the communication and public relations skills that are of paramount importance.

PER MAR: COST REDUCTIONS WITHOUT SACRIFICING SERVICE DELIVERY

Per Mar Security Services has tough selection criteria and we do not do 'cattle calls'. Often we swiftly find an **already screened applicant or on-boarded officer** who possesses the ideal credentials/experience/qualifications for your site through a database search in our WinTeam Labor Management software.

Our minimum qualifications exceed industry norms and our background checks into references, character, work experience etc. are done in-house--thoroughly. Our hiring and interview process is highly detailed and includes review of oral and written communications skills (including fluency in English in high stress situations) and multiple interviews to assure successful 'job fit'; this careful matching of officer to job duties is critical for an officer's success and consistent performance of job duties daily.

HIGHLY EFFECTIVE TRAINING

Per Mar Security Services provides all training by competent managers and supervisors including orientation and classroom, post orders, on-the-job, emergency response, and continuous training. Our Training programs are overseen by Molly Mekus, who has 4 years in the security industry.

ON-CALL / TEMPORARY SERVICES

Per Mar Security Services' regional dominance means an available pool of the area's highest quality officers, already trained and standing ready to serve our clients on short notice.

QUALITY ASSURANCE

Per Mar Security Services has created and refined a set of quality management processes (described more thoroughly in later pages) to ensure the consistent quality of the security services provided to you, **and to ensure that services offered equate to your best overall value.** Per Mar Security Services actively seeks continuous improvement of those processes through innovative Best Practices in quality assurance and controls.



Differentiators -- Why Choose Per Mar

Per Mar Security Services is proud that our client retention rate remains between 95% and 99% --well above the industry average of 80%. Our success is the result of our proactive approach, long term commitment to the success our employees, commitment to operational excellence, and our quality assurance measures.

- *Our Team*

Our teams are some of the most experienced, integrated teams available in the industry -- a carefully cultivated deep bench of human expertise designing customized security solutions that fully meet security requirements -- and budget.

- *Integrated Services*

Per Mar's uniquely wide range of integrated services enables us to offer cost effective changes, alternatives and technological enhancements for continuous improvement of quality with no loss -- often improved quality -- of service. As just one example:

Most alarm systems rely on the telephone line to connect to the Central Station. But what happens when an intruder cuts the line, or weather takes phone lines down? Our GSM (Global System for Mobile Communications) Radio Service can be installed as part of any new or existing security system and wirelessly sends reliable cellular radio notifications of intrusion or triggered sensors.

- *Full Enterprise Support*

Includes security strategies, planning, seminars, surveys and assessments.

OUR EMPLOYEES

- *Officer and Personnel Retention*

Approximately one-third of our security officers have been with us for over 3 years, and our officer retention rate has paced well above industry average over the past two years. In addition, approximately 84% of our total security officers are still working for us after their initial 3 month probationary term.

- *The Midwest's Employer of Choice*

Competitive wages, unique and exceptional benefits and commitment to success of our officers attracts officer interested in security as a career, not just a job. The result: -- **routinely 7%-9% of our new hires are exceptionally qualified employee referrals.**

- *Professional Development*

Clients benefit from our significant investment in officer training -- *including development of a career path for all employees.* Our dedicated Training & Development Manager ensures customized training programs with consistency and compliance across the organization.



PROACTIVE APPROACH -- UNCOMMON IN OUR INDUSTRY

- **Proactive Management**

Managers at all levels do not employ the common industry technique of **reacting** to client needs or circumstances; we continuously offer highly customized solutions -- **proactively**.

- **Transition Planning**

Many firms employ a one-size-fits-all transition approach; Per Mar tailors the transition for each customer, to ensure a smooth and seamless transition **without incident or interruption of service and with zero loss of coverage**.

- **Industry-Unique Quality Assurance Program**

Per Mar Security Services takes QA to another level with implemented key performance indicators, health and welfare checks, performance evaluations, post inspections, client surveys, employee satisfaction surveys, and our annual service appraisal program.

Our proactive approach, attention to detail and systematic communication between our team and client representatives has resulted in client satisfaction time and time again.

OUR COMMITMENT TO OPERATIONAL EXCELLENCE

- **Post Order Preparation**

Per Mar's detailed post order production begins with intensive security survey and post-by-post assessment by our Transition experts, and includes a review, procedural questionnaire, recommendations, and development of the on-the-job training manual.

- **Contingency Planning**

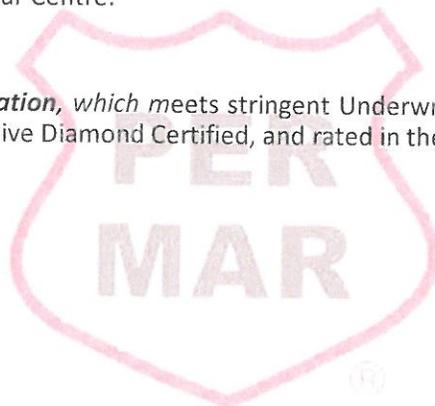
Per Mar has a structure in place to ensure the continuity of business operations at all times.

- **24/7/365 Operations Center**

Staffed by specially trained officers with on average more than seven years' experience with Per Mar, and with facilities and provisions for extended stay/emergencies. Our Ops Center is housed within our UL-Listed, Five Diamond Certified, Central Alarm Station at Per Mar Centre.

- **Leading Edge Equipment**

As just one example of many: **our Modern Central Alarm Station**, which meets stringent Underwriters Laboratories' standards, is Central Station Alarm Association Five Diamond Certified, and rated in the top 100 out of over 2,500 Central Stations in the nation.



SECTION III

Business References

Per Mar Security Services asks that you contact any of the below companies to verify our services. If you require additional references beyond those noted we can provide upon request.

Company: **City of Rock Island**
Address: 1528 3rd Avenue
Rock Island, IL 61201

Contact: Kim Reda
Title: Accounts Receivable & Customer Service Supervisor
Phone: (309) 732-2115
Email: reda.joan@rigov.org

Hours per Week: 40
Service Since: June 2014

Company: **City of Davenport**
Address: 1200 E. 48th Street
Davenport, IA 52807

Contact: Dan Guy
Title: Code Compliance Supervisor
Phone: (563) 328-6778
Email: djg@ci.davenport.ia.us

Hours per Week: 80
Service Since: December 2015





SECTION IV

Investment Plan

Hourly Rates

Per Mar Security Services is proposing to City of Moline the following billing rate structure for the Security Officer Services contained in this proposal:

Position	Regular Billing Rate	OT/Holiday Billing Rate
Security Officer	\$16.97	\$25.46

Please note the billing rates are all inclusive of the following items:

- Regular Wages
- Statutory Costs
- General Liability Insurance
- Uniforms
- Supervision
- General & On-The-Job Training
- Standard Issued Equipment
- General & Administrative Overhead
- Pre-Tax Profit

OVERTIME RATE

Overtime will be billed as incurred for all hours in excess of the base line schedule. Due to Per Mar's scheduling methods, overtime is rare.

HOLIDAY RATE

The holiday rate applies to Security Officers who work the following ten (10) holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Direct Billed Items

Additionally, Per Mar Security Services is proposing to City of Moline the following direct billing rate structure for supplement items above and beyond inclusion in the hourly rates noted above:

Item	Billing Rate
Security Vehicle <i>(per city specifications)</i>	\$335.00 per month



Insurance Coverage

Full and complete insurance coverage is a critical component in the security industry for both client and financial stability of the security firm. The following is a breakdown of our insurance coverage for each type; all policies are issued by insurance companies which enjoy an A.M. Best Rating of "A-Excellent".

GENERAL LIABILITY

- | | |
|------------------------------------|-------------|
| • General Aggregate | \$5,000,000 |
| • Products - Comp/Op Aggregate | \$5,000,000 |
| • Personal & Advertising Injury | INCLUDED |
| • Each Occurrence | \$5,000,000 |
| • Fire Damage (Any One Fire) | \$50,000 |
| • Medical Expense (Any One Person) | \$5,000 |

WORKERS' COMPENSATION

- | | |
|-----------------------------|-------------------------|
| • Bodily Injury by Accident | \$500,000 each accident |
| • Bodily Injury by Disease | \$500,000 policy limit |
| • Bodily Injury by Disease | \$500,000 each person |

AUTOMOTIVE LIABILITY

- | | |
|--------------------------------|-------------|
| • Each Accident (Single Limit) | \$1,000,000 |
| • B.I. and P.D. Combined | \$5,000,000 |
| • Excess | \$5,000,000 |

Certificates of Insurance are available upon request after award of contract. Per Mar Security Services can also name City of Moline as Additional Insured.

Total Service Solution

There is reason we say **One Company... One Call... One Solution!**®. Per Mar Security Service's wide-range of fully integrate-able security and safety solutions includes the following.

Security Officer Solutions

- Permanent Security Officers
- Temporary Security Officers
- Alarm Response Officers
- Mobile Patrol Services
- Event Management Services
- Personal Security Services
- Emergency Response

Investigations & Backgrounds

- Background Investigations
- Business Fraud Investigations
- Pre-Employment Screening
- Secret Shopper
- Seminars
- Video Surveillance

Electronic Security Solutions

- Access Control
- Burglar & Fire Alarm Systems
- Camera System
- Central Station Online
- Elevator Communications
- Environmental Monitoring
- Fire Inspections
- GSM Radio Service
- ID Badging Systems
- Medical Alert Devices
- Remove Vision
- Total Connect
- Verified Response
- Video Monitoring



SECURITY
SERVICES

We Thank You For
This Opportunity!



*Guardians of People,
Property, and Profits for Life!*

Per Mar Security Services

HOME OFFICE

Per Mar Centre
1910 E. Kimberly Road
Davenport, IA 52807
800-4-PER-MAR

www.permarsecurity.com

Council Bill/Resolution No. 1096-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute, on behalf of the City of Moline, a Subordination Agreement with MJ Storm Investments, L.L.C. for property located at 525 16th Street, Moline.

WHEREAS, the City of Moline previously entered into a Mortgage with MJ Storm Investments, L.L.C. for property located at 525 16th Street, Moline, wherein the City agreed to subordinate its rights in the property to MJ Storm Investment L.L.C.'s mortgage holder, Midwest Bank.

WHEREAS, MJ Storm is refinancing its Mortgage and is seeking a new Subordination Agreement with the new bank, TBK Bank, SSB; and

WHEREAS, execution of the attached Subordination Agreement between the City and TBK Bank, SSB, will satisfy the provisions of the Mortgage.

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

That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Subordination Agreement between the City of Moline and TBK Bank, SSB, for property located at 525 16th Street, Moline; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

July 12, 2016

Date

Passed: July 12, 2016

Approved: July 19, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

RECORDATION REQUESTED BY:

TBK Bank, SSB
Bettendorf Iowa Branch
852 Middle Road
Bettendorf, IA 52722

WHEN RECORDED MAIL TO:

TBK Bank, SSB
Bettendorf Iowa Branch
852 Middle Road
Bettendorf, IA 52722

SEND TAX NOTICES TO:

MJ STORM INVESTMENTS,
L.L.C.
55 Hawthorne Road
Rock Island, IL 61201-6110

FOR RECORDER'S USE ONLY

This Subordination of Mortgage prepared by: Nita Cross, Commercial Documentation Specialist

NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION OF MORTGAGE

THIS SUBORDINATION OF MORTGAGE dated May 20, 2016, is made and executed among MJ STORM INVESTMENTS, L.L.C. ("Borrower"); City of Moline, Illinois ("Mortgagee"); and TBK Bank, SSB ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Purchase Agreement dated January 29, 2009, in the original principal amount of \$250,000.00 .

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated May 20, 2016 from MJ STORM INVESTMENTS, L.L.C. ("Mortgagor") to City of Moline, Illinois ("Mortgagee") (the "Subordinated Mortgage") and recorded in Rock Island County, State of Illinois as follows:

Mortgage dated January 29, 2009 on the property located at 525 16th Street, Moline IL given by MJ Storm Investments, L.L.C. to City of Moline and recorded February 2, 2009 and RE-Recorded on March 3, 2009 as document number 2009-02086 and 2009-04470 respectively in the Rock Island County Recorder's Office.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in Rock Island County, State of Illinois:

The South 65 feet of Lot 8 in Block 3 in that part of the City of Moline known as and called ATKINSON'S FIRST ADDITION, a/k/a ATKINSON'S ADDITION; situated in the County of Rock Island, in the State of Illinois.

The Real Property or its address is commonly known as 525 16th St, Rock Island, IL 61201.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

Promissory note dated June 12, 2015, in the original principal amount of \$663,000.00 .

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated 6/12/2015, from Borrower to Lender (the "Lender's Lien") and recorded in Rock Island County, State of Illinois as follows:

Mortgage dated June 12, 2015 on the property located at 525 16th Street, Moline IL given by MJ Storm Investments, L.L.C. to lender and recorded June 17, 2015 as document number 2015-10279 in the Rock Island County Recorder's Office.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

REQUESTED FINANCIAL ACCOMMODATIONS. Mortgagor, who may or may not be the same person or entity as Borrower, and Mortgagee each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Mortgagor and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

MORTGAGEE WAIVERS. Mortgagee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without

notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

FAX SIGNATURES AUTHORIZATION. This document may be furnished to TBK Bank, SSB in one or more counterparts, each of which shall constitute an original. Each such counterpart may be delivered by fax or by electronic delivery and TBK Bank, SSB shall be entitled to rely on this authorization in any form of delivery and each signature thereon shall constitute an original signature regardless of the form of delivery.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Subordination will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Illinois. In all other respects, this Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Iowa without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Subordination is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Subordination has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Iowa.

Choice of Venue. If there is a lawsuit, Mortgagee agrees upon Lender's request to submit to the jurisdiction of the courts of Rock Island County, State of Illinois.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Waive Jury. All parties to this Subordination hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED MAY 20, 2016.

MORTGAGEE ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS SUBORDINATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, _____ personally _____ appeared

, and known to me to be (an) authorized agent(s) of the governmental entity that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the governmental entity, by authority of its enabling laws or by resolution of its governing body, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the governmental entity.

By _____ Residing _____ at _____

Notary Public in and for the State of _____

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Iowa _____)

) SS

COUNTY OF Scott _____)



On this 17 day of June, 2016 before me, the undersigned Notary Public, personally appeared Laurence Davis and known to me to be the AVP - Commercial Lender authorized agent for **TBK Bank, SSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **TBK Bank, SSB**, duly authorized by **TBK Bank, SSB** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **TBK Bank, SSB**.

By Mary F. Dean Residing Illinois at _____

Notary Public in and for the State of Iowa

My commission expires 8-13-2016

BORROWER:

X [Signature]
MJ STORM INVESTMENTS, L.L.C., Individually

MORTGAGEE:

CITY OF MOLINE, ILLINOIS

By: _____
Authorized Signer for City of Moline, Illinois

By: _____
Authorized Signer for City of Moline, Illinois

LENDER:

TBK BANK, SSB
[Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa

COUNTY OF Scott

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared MJ STORM INVESTMENTS, L.L.C., to me known to be the individual described in and who executed the Subordination of Mortgage, and acknowledged that he or she signed the Subordination as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of June, 2016.

By Mary F. Dean Residing Illinois at _____

Notary Public in and for the State of Iowa

My commission expires 8-13-2016

GOVERNMENT ACKNOWLEDGMENT

Council Bill/Resolution No. 1097-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept fourteen (14) Deeds of Dedication for Street Right-of-Way more particularly described herein to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue.

WHEREAS, fourteen Deeds of Dedication for Street Right-of-Way with the following property owners:

Property Owner's Name	Address	Parcel Number
Ann Schwieder	3215 40 th Street	07-12164
Vicki L. Gabrysiak	3227 40 th Street	07-12165
Robert G. Ingvall and Nettie E. Ingvall	3235 40 th Street	07-2397-3
Richard Darnell	3301 40 th Street	07-2397-1
Arthur R. Leemans	3303 40 th Street	07-2396-A
Chester Colclasure and Margaret Ann Colclasure	3305 40 th Street	07-2396-C
Timothy G. Johnson and Laurie A. Johnson	3310 40 th Street	07-2386-D-2
Ronald A. Cross and Cynthia L. Cross	3312 40 th Street	07-2386-E-1
Kathleen K. Heyvaert	3314 40 th Street	07-2386-E
Todd Reed and Tarrah A. Reed	3315 40 th Street	07-14720
Arlin L. Hicks	3319 40 th Street	07-14721
Tushar S. Bhandarkar and Roopali T. Bhandarkar	3325 40 th Street	07-12702
Shane Clark and Tara M. Clark	3401 40 th Street	07-12703
Shane Clark and Tara M. Clark	3405 40 th Street	07-14715

are necessary to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue; and

WHEREAS, the property owners have executed the Deeds 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 fourteen (14) Deeds of Dedication for Street Right-of-Way more particularly described herein to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue; provided, however, that said deeds are 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.

Council Bill/Resolution No. 1097-2016

Sponsor: _____

CITY OF MOLINE, ILLINOIS

Mayor

July 12, 2016

Date

Passed: July 12, 2016

Approved: July 19, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

City of Moline Project #1211
3215 40th Street R.O.W.

TAX PARCEL NO. 07-12164

DEED OF DEDICATION

The Grantor(s), **Ann Schwieder**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 10th day of June, 2016.

GRANTOR(S):


Ann Schwieder

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
3635 4th Avenue

Moline, IL 61265

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

I, Erin F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Ann Schwieder, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 10th day of June, 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 10th day of June, A.D. 2016.

(Seal)


NOTARY PUBLIC

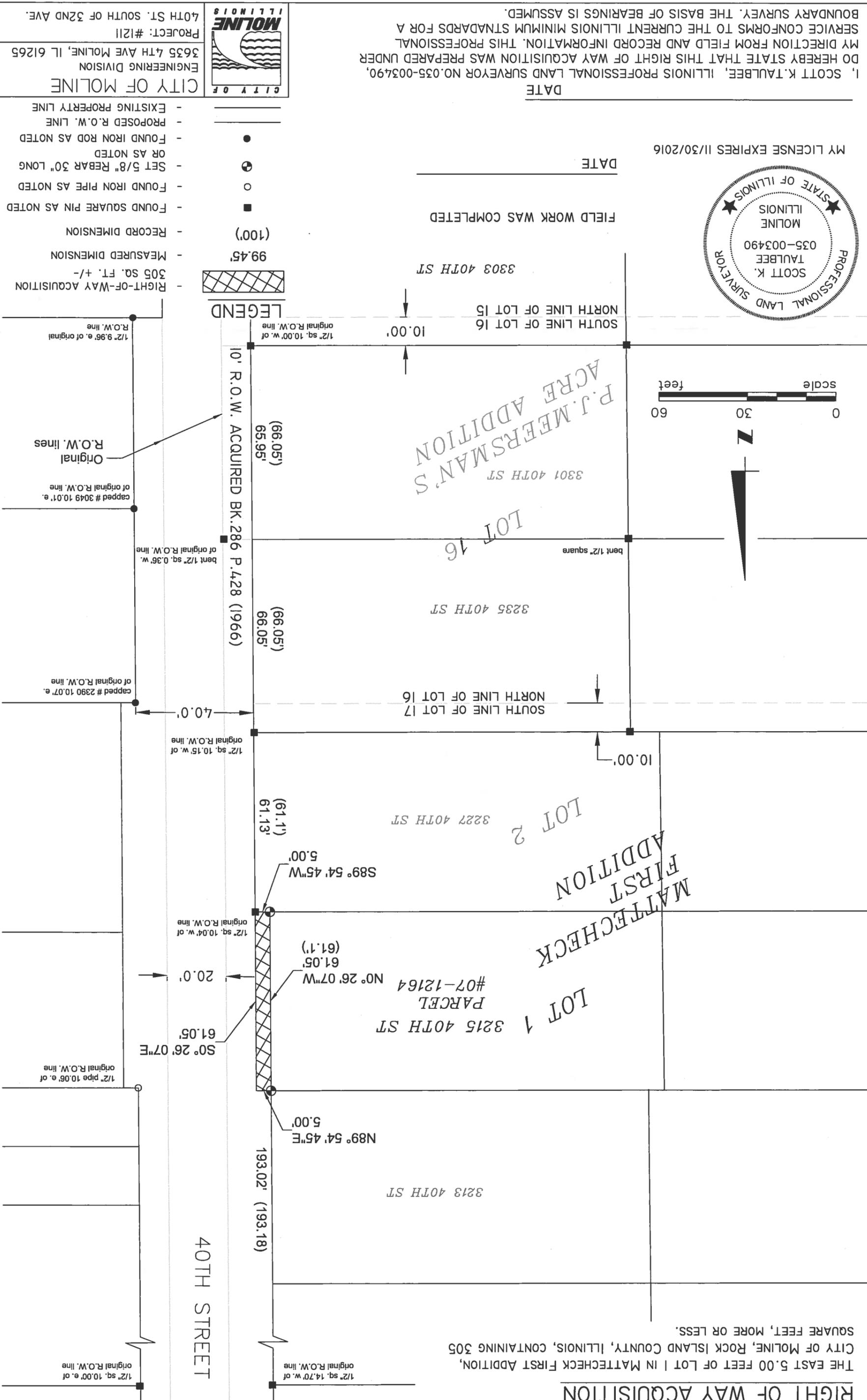


“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”

Date _____ Grantor, Grantee or Representative _____

RIGHT OF WAY ACQUISITION

THE EAST 5.00 FEET OF LOT 1 IN MATTECHECK FIRST ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, CONTAINING 305 SQUARE FEET, MORE OR LESS.



CITY OF MOLINE
 ENGINEERING DIVISION
 3635 4TH AVE MOLINE, IL 61265
 PROJECT: #1211
 40TH ST. SOUTH OF 32ND AVE.



3227

City of Moline Project #1211
3227 40th Street R.O.W.

TAX PARCEL NO. 07-12165

DEED OF DEDICATION

The Grantor(s), **Vicki L. Gabrysiak**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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

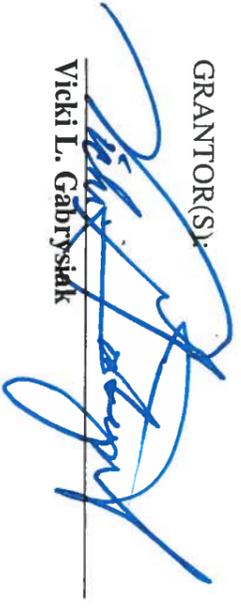
Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

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 _____ day of _____, 2016.

GRANTOR(S):



Vicki L. Gabrysiak

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
3635 4th Avenue

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

Moline, IL 61265

I, Erin F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Vicki L. Gabrysiak, personally known to me to be the ~~same~~ person whose name is subscribed to the foregoing instrument, appeared before me this 28th day of June, 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 notorial seal this 28th day of June, A.D. 2016.
(Seal)

Erin F. Bruner
NOTARY PUBLIC



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

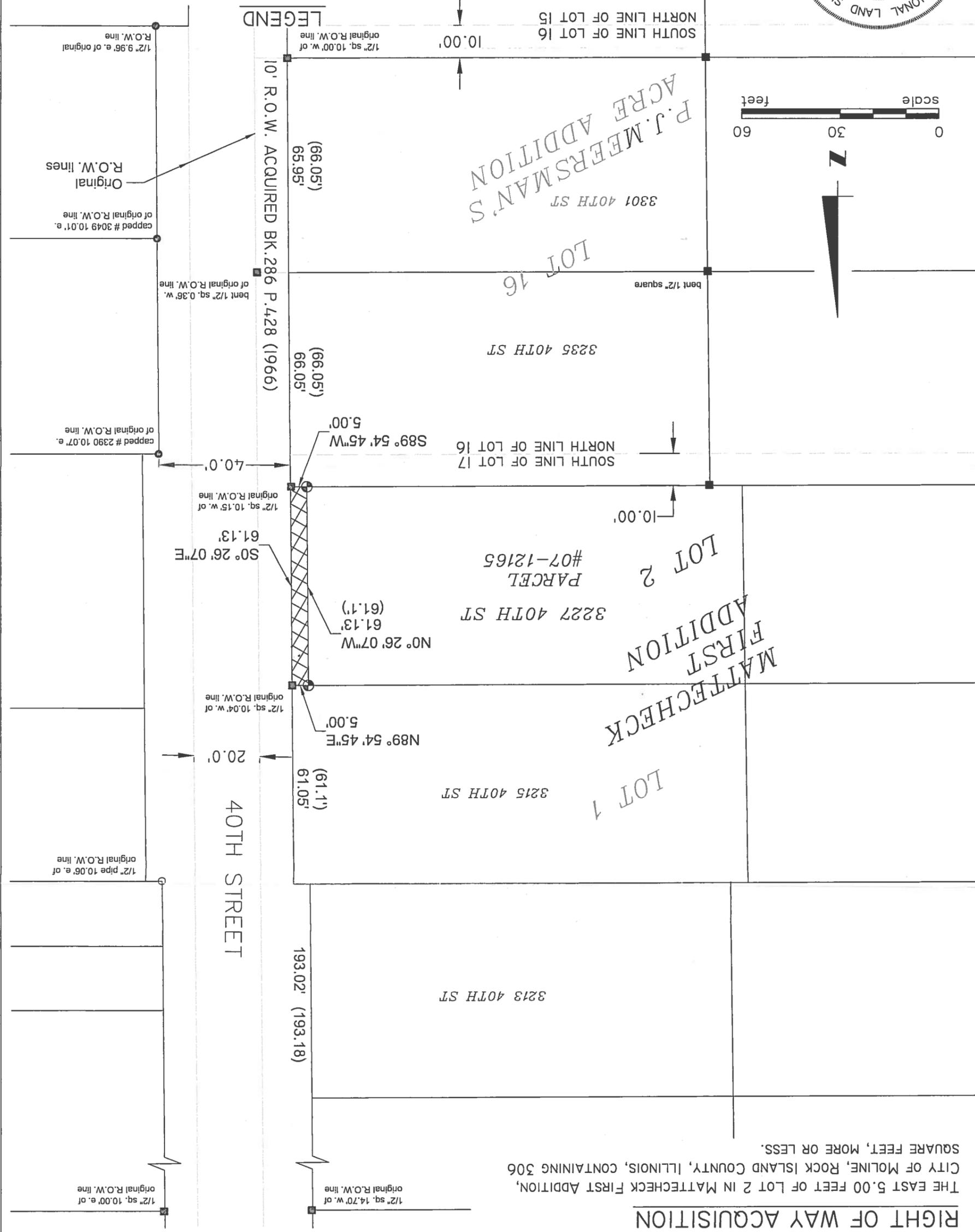
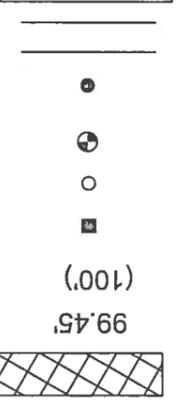
Date	Grantor, Grantee or Representative
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CITY OF MOLINE
 ENGINEERING DIVISION
 3635 4TH AVE MOLINE, IL 61265
 PROJECT: #1211
 40TH ST. SOUTH OF 32ND AVE.

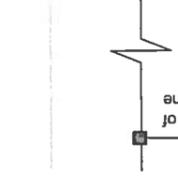


I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003490, DO HEREBY STATE THAT THIS RIGHT OF WAY ACQUISITION WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE BASIS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

- RIGHT-OF-WAY ACQUISITION 306 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 R.O.W. LINE
- EXISTING PROPERTY LINE



CITY OF MOLINE
 ENGINEERING DIVISION
 3635 4TH AVE MOLINE, IL 61265
 PROJECT: #1211
 40TH ST. SOUTH OF 32ND AVE.



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.

City of Moline Project #1211
3235 40th Street R.O.W.

TAX PARCEL NO. 07-2397-3

DEED OF DEDICATION

The Grantor(s), **Robert G. Ingvall and Nettie E. Ingvall**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 15th day of June, 2016.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

Robert G. Ingvall
Robert G. Ingvall

By: _____
Scott Raes, Mayor

Nettie E. Ingvall
Nettie E. Ingvall

Attest: _____
City Clerk

Approved as to form:

Maureen Riggs, City Attorney

Return to Grantee's Address
City of Moline
3635 4th Avenue

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

Moline, IL 61265

I, Sharon Harris, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Robert G. Ingvall and Nettie E. Ingvall, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 10th day of June, 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.

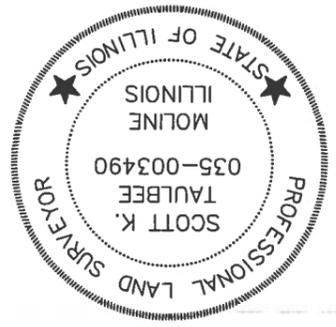
Given under my hand and notorial seal this 10th day of June, A.D. 2016.



Sharon Harris
NOTARY PUBLIC

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

Date _____ Grantor, Grantee or Representative _____



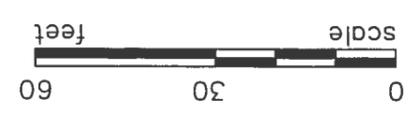
MY LICENSE EXPIRES 11/30/2016

I, SCOTT K. TAUBEE, 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.

DATE _____

FIELD WORK WAS COMPLETED _____

DATE _____



**P. J. MEERSMAN'S
ACRE ADDITION**
LOT 16

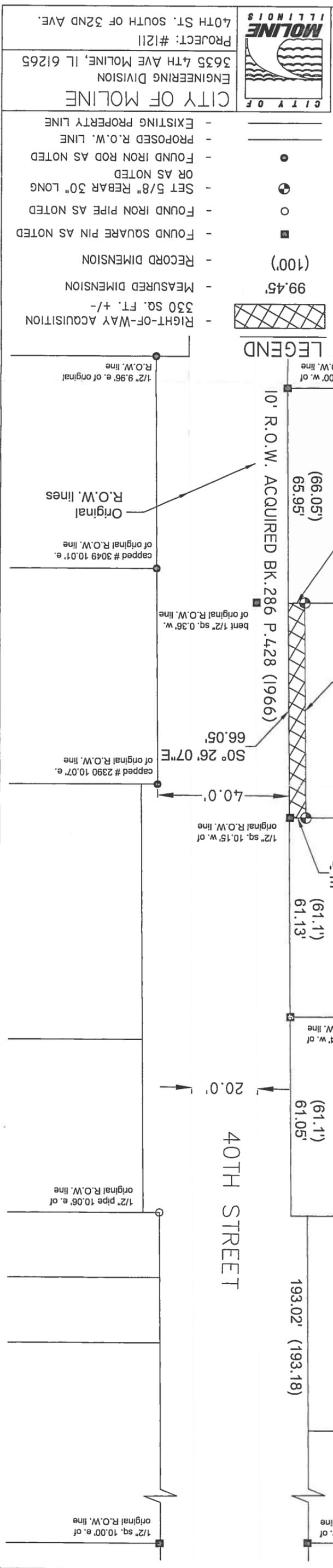
PARCEL #07-2397-3

**MATTECHECK
FIRST
ADDITION**

THE SOUTH TEN (10) FEET OF THE EAST ONE-HALF (E 1/2) OF LOT SEVENTEEN (17) AND THE NORTH FIFTY-SIX AND FIVE ONE-HUNDREDTH (56.05) FEET OF THE EAST ONE-HALF (E 1/2) OF LOT SIXTEEN (16) IN P.J. MEERSMAN'S ACRE ADDITION TO MOLINE, EXCEPTING THEREFROM THE EAST TEN (10) FEET; SITUATED IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

SAID EAST 5.00 FEET CONTAINS 330 SQUARE FEET, MORE OR LESS.

RIGHT OF WAY ACQUISITION



LEGEND

- RIGHT-OF-WAY ACQUISITION 330 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 R.O.W. LINE
- EXISTING PROPERTY LINE

CITY OF MOLINE
ENGINEERING DIVISION
3635 4TH AVE MOLINE, IL 61265
PROJECT: #1211
40TH ST. SOUTH OF 32ND AVE.



City of Moline Project #1211
3301 40th Street R.O.W.

TAX PARCEL NO. 07-2397-1

DEED OF DEDICATION

The Grantor(s), **Richard Darnell**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 _____ day of _____, 2016.

GRANTOR(S):


Richard Darnell

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
3635 4th Avenue

Moline, IL 61265

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

I, ERIN F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Richard Darnell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 17th day of June, 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 17th day of June, A.D. 2016.
(Seal)

Erin F. Bruner
NOTARY PUBLIC

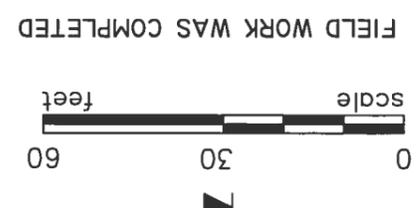
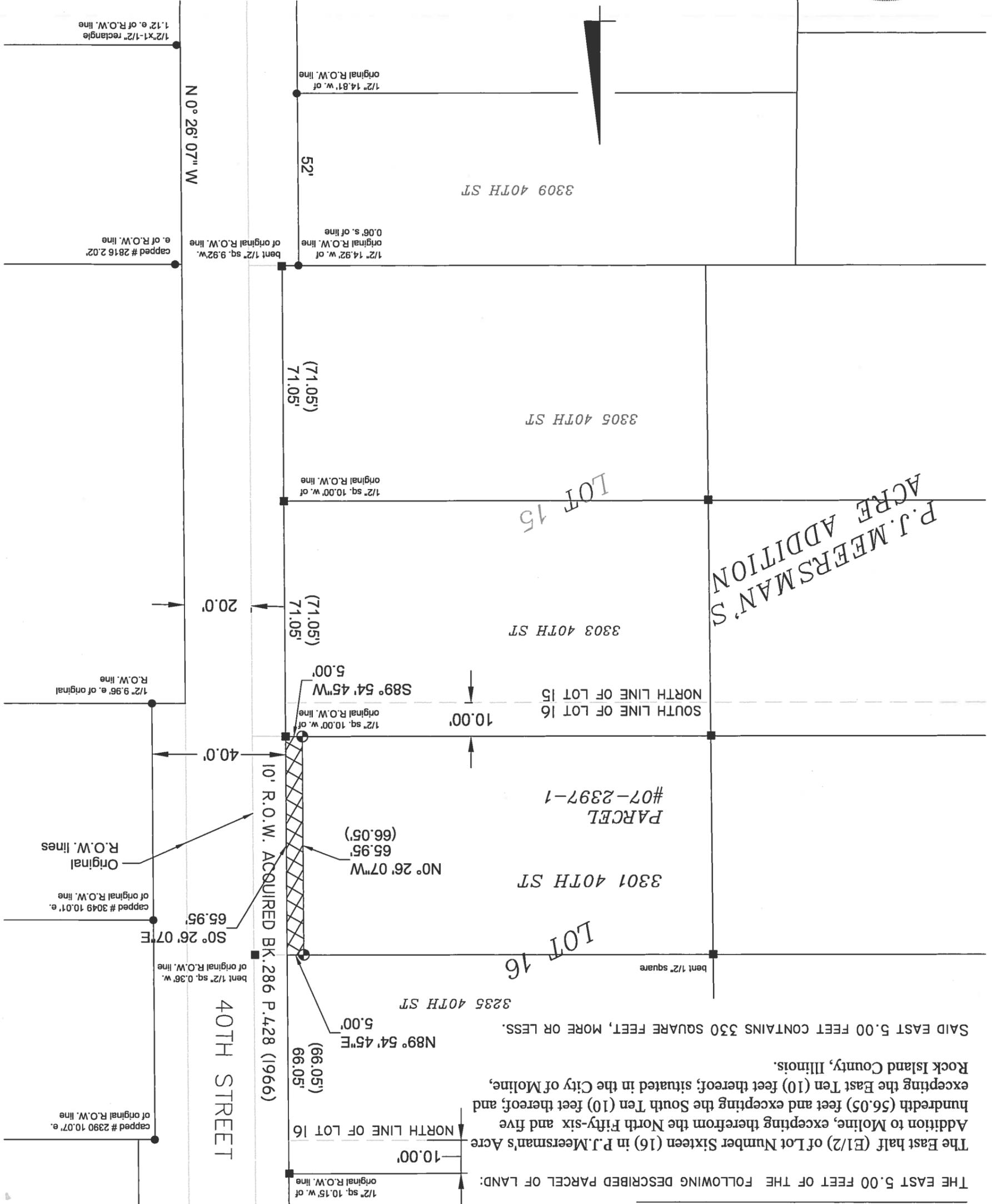


"Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act."

Date	Grantor, Grantee or Representative
------	------------------------------------

RIGHT OF WAY ACQUISITION

THE EAST 5.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:
 The East half (E1/2) of Lot Number Sixteen (16) in P.J. Meersman's Acre Addition to Moline, excepting therefrom the North Fifty-six and five hundredth (56.05) feet and excepting the South Ten (10) feet thereof; and excepting the East Ten (10) feet thereof; situated in the City of Moline, Rock Island County, Illinois.
 SAID EAST 5.00 FEET CONTAINS 330 SQUARE FEET, MORE OR LESS.



MY LICENSE EXPIRES 11/30/2016

I, SCOTT K. TAUBEE, 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.

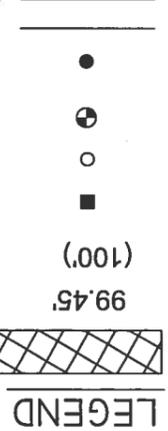
DATE _____

DATE _____

FIELD WORK WAS COMPLETED _____



CITY OF MOLINE
 ENGINEERING DIVISION
 3635 4TH AVE MOLINE, IL 61265
 PROJECT: #1211
 40TH ST. SOUTH OF 32ND AVE.



- RIGHT-OF-WAY ACQUISITION
- 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 Project #1211
3303 40th Street R.O.W.

TAX PARCEL NO. 07-2396-A

DEED OF DEDICATION

The Grantor(s), **Arthur R. Leemans**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 2nd day of June, 2016.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE


Arthur R. Leemans

By: _____
Scott Raes, Mayor

Attest: _____
City Clerk

Approved as to form:

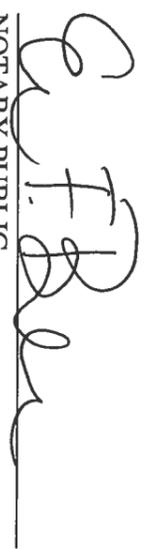
Maureen Riggs, City Attorney

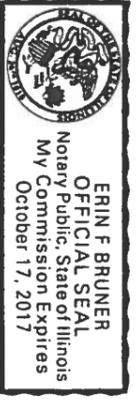
Return to Grantee's Address
City of Moline
3635 4th Avenue
Moline, IL 61265

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

I, Erin F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Arthur R. Leemans, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 2nd day of June, 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 2nd day of June, A.D. 2016.
(Seal)


NOTARY PUBLIC



“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”
Date _____ Grantor, Grantee or Representative _____

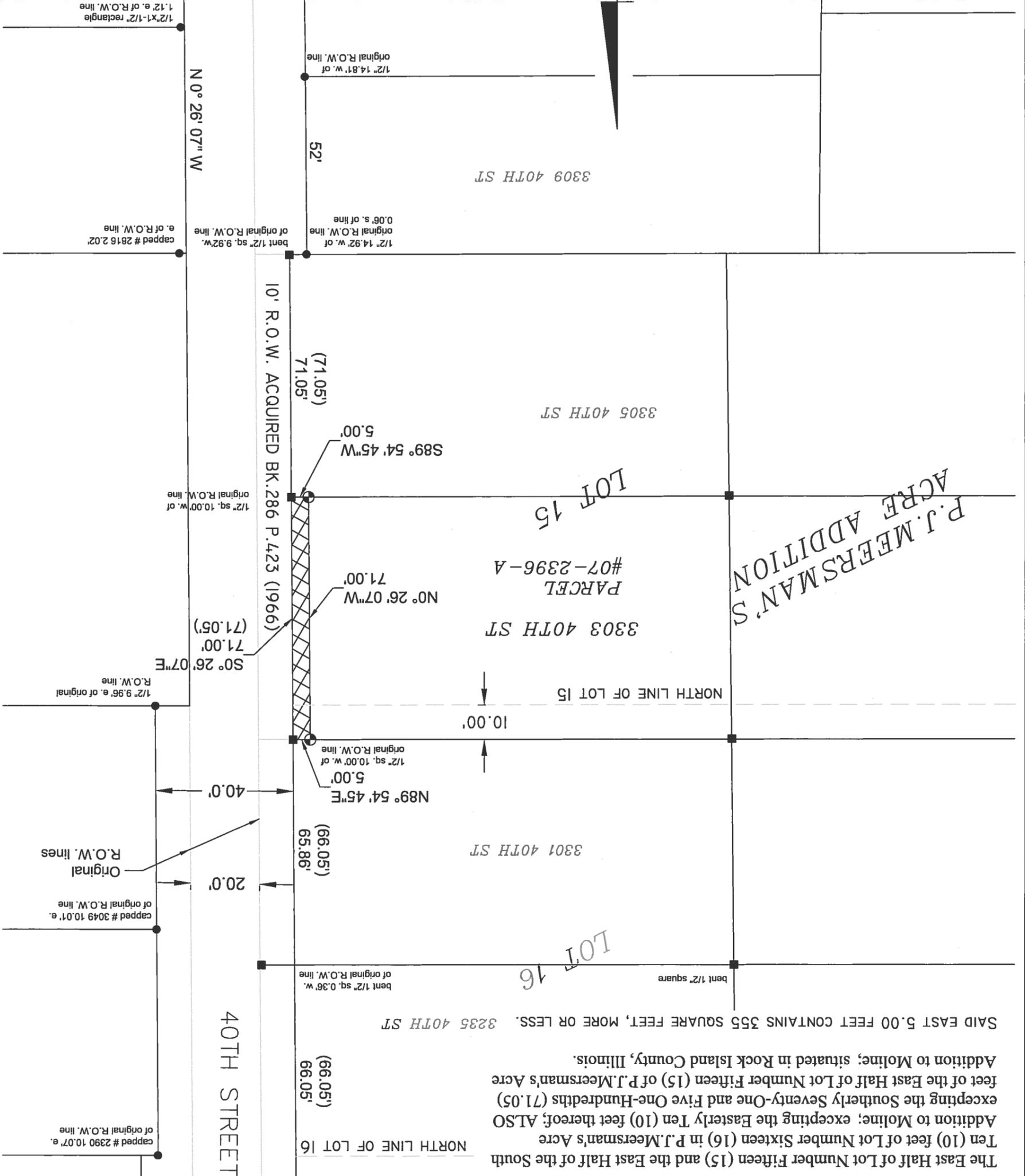
RIGHT OF WAY ACQUISITION

THE EAST 5.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

The East Half of Lot Number Fifteen (15) and the East Half of the South Ten (10) feet of Lot Number Sixteen (16) in P.J.Meersman's Acre Addition to Moline; excepting the Easterly Ten (10) feet thereof; ALSO excepting the Southerly Seventy-One and Five One-Hundredths (71.05) feet of the East Half of Lot Number Fifteen (15) of P.J.Meersman's Acre Addition to Moline; situated in Rock Island County, Illinois.

SAID EAST 5.00 FEET CONTAINS 355 SQUARE FEET, MORE OR LESS. 3235 40TH ST

40TH STREET



1/2" sq. 10.15' w. of original R.O.W. line
 bent 1/2" sq. 0.36' w. of original R.O.W. line
 bent 1/2" square
 LOT 16
 3235 40TH ST

3301 40TH ST
 N89° 54' 45"E
 5.00'
 1/2" sq. 10.00' w. of original R.O.W. line
 10.00'
 NORTH LINE OF LOT 15

3303 40TH ST
 PARCEL #07-2396-A
 LOT 15
 N0° 26' 07"W
 71.00'
 1/2" sq. 10.00' w. of original R.O.W. line

3305 40TH ST
 5.00'
 S89° 54' 45"W
 71.05'
 10' R.O.W. ACQUIRED BK. 286 P. 423 (1966)

3309 40TH ST
 1/2" 14.92' w. of original R.O.W. line
 0.06' s. of line
 original R.O.W. line
 bent 1/2" sq. 9.92' w. of original R.O.W. line
 capped # 2816 2.02' e. of R.O.W. line
 N0° 26' 07" W
 1/2"x1-1/2" rectangle
 1.12' e. of R.O.W. line



MY LICENSE EXPIRES 11/30/2016



FIELD WORK WAS COMPLETED

DATE

DATE

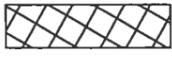
I, SCOTT K. TAUBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003490, DO HEREBY STATE THAT THIS RIGHT OF WAY ACQUISITION WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE BASIS OF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



CITY OF MOLINE
 ENGINEERING DIVISION
 3635 4TH AVE MOLINE, IL 61265
 PROJECT: #1211
 40TH ST. SOUTH OF 32ND AVE.

- RIGHT-OF-WAY ACQUISITION
- 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

LEGEND



City of Moline Project #1211
3305 40th Street R.O.W.

TAX PARCEL NO. 07-2396-C

DEED OF DEDICATION

The Grantor(s), **Chester Colclasure and Margaret Ann Colclasure**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 10th day of June, 2016.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE


Margaret Ann Colclasure

By: _____
Scott Raes, Mayor


Chester Colclasure

Attest: _____
City Clerk

Approved as to form:

Maureen Riggs, City Attorney

Return to Grantee's Address
City of Moline
3635 4th Avenue
Moline, IL 61265

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

I, Jill M. Schriener, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Chester Colclasure and Margaret Ann Colclasure, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 10 day of June, 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 10 day of June, A.D. 2016.




NOTARY PUBLIC

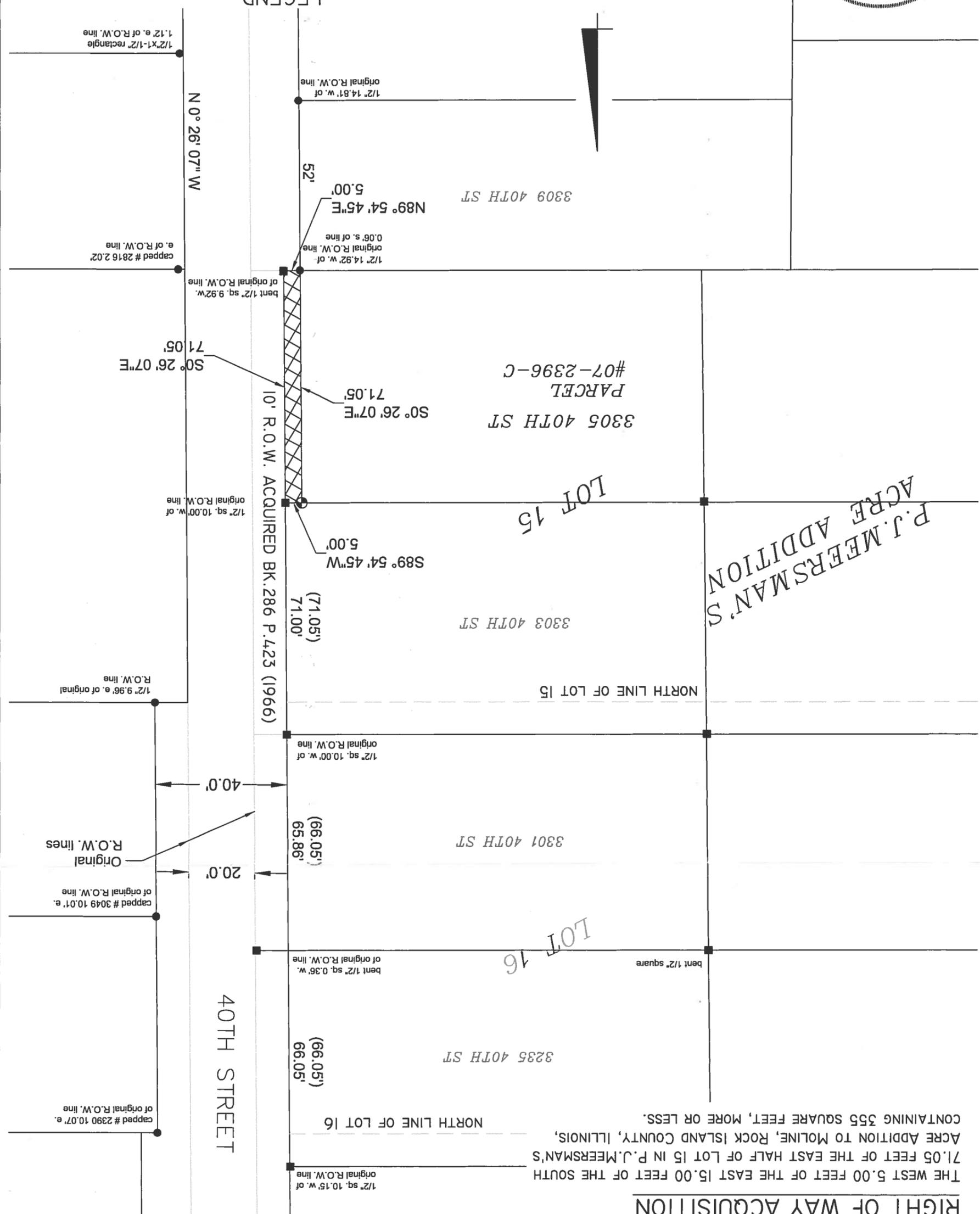
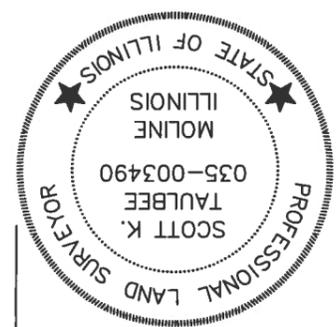
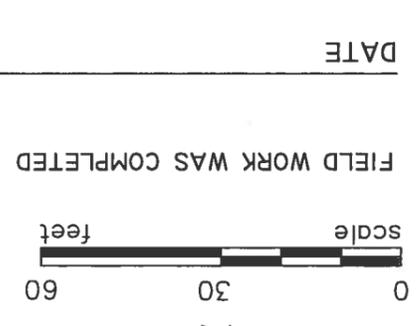
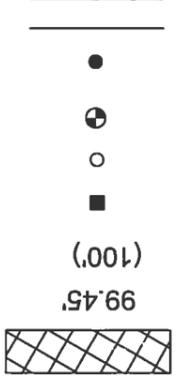
"Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act."
Date _____ Grantor, Grantee or Representative _____

CITY OF MOLINE
 ENGINEERING DIVISION
 3635 4TH AVE MOLINE, IL 61265
 PROJECT: #1211
 40TH ST. SOUTH OF 32ND AVE.



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.

- RIGHT-OF-WAY ACQUISITION 355 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 R.O.W. LINE
- EXISTING PROPERTY LINE



RIGHT OF WAY ACQUISITION

THE WEST 5.00 FEET OF THE EAST 15.00 FEET OF THE SOUTH 71.05 FEET OF THE EAST HALF OF LOT 15 IN P.J. MEERSMAN'S ACRE ADDITION TO MOLINE, ROCK ISLAND COUNTY, ILLINOIS, CONTAINING 355 SQUARE FEET, MORE OR LESS.

City of Moline Project #1211
3310 40th Street R.O.W.

TAX PARCEL NO. 07-2386-D-2

DEED OF DEDICATION

The Grantor(s), **Timothy G. Johnson and Laurie A. Johnson**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 10th day of June, 2016.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE



Timothy G. Johnson

By: _____
Scott Raes, Mayor



Laurie A. Johnson

Attest: _____
City Clerk

Approved as to form:

Return to Grantee's Address
City of Moline
3635 4th Avenue
Moline, IL 61265

Maureen Riggs, City Attorney

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

I, Sharon Harris, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Timothy G. Johnson and Laurie A. Johnson, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 10th day of June, 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 16th day of June, A.D. 2016.

(Seal)



Sharon Harris
NOTARY PUBLIC

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

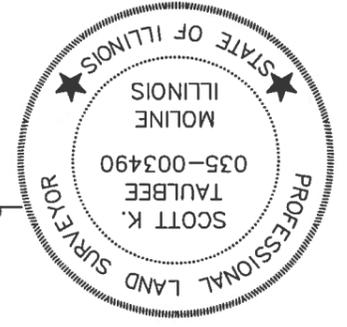
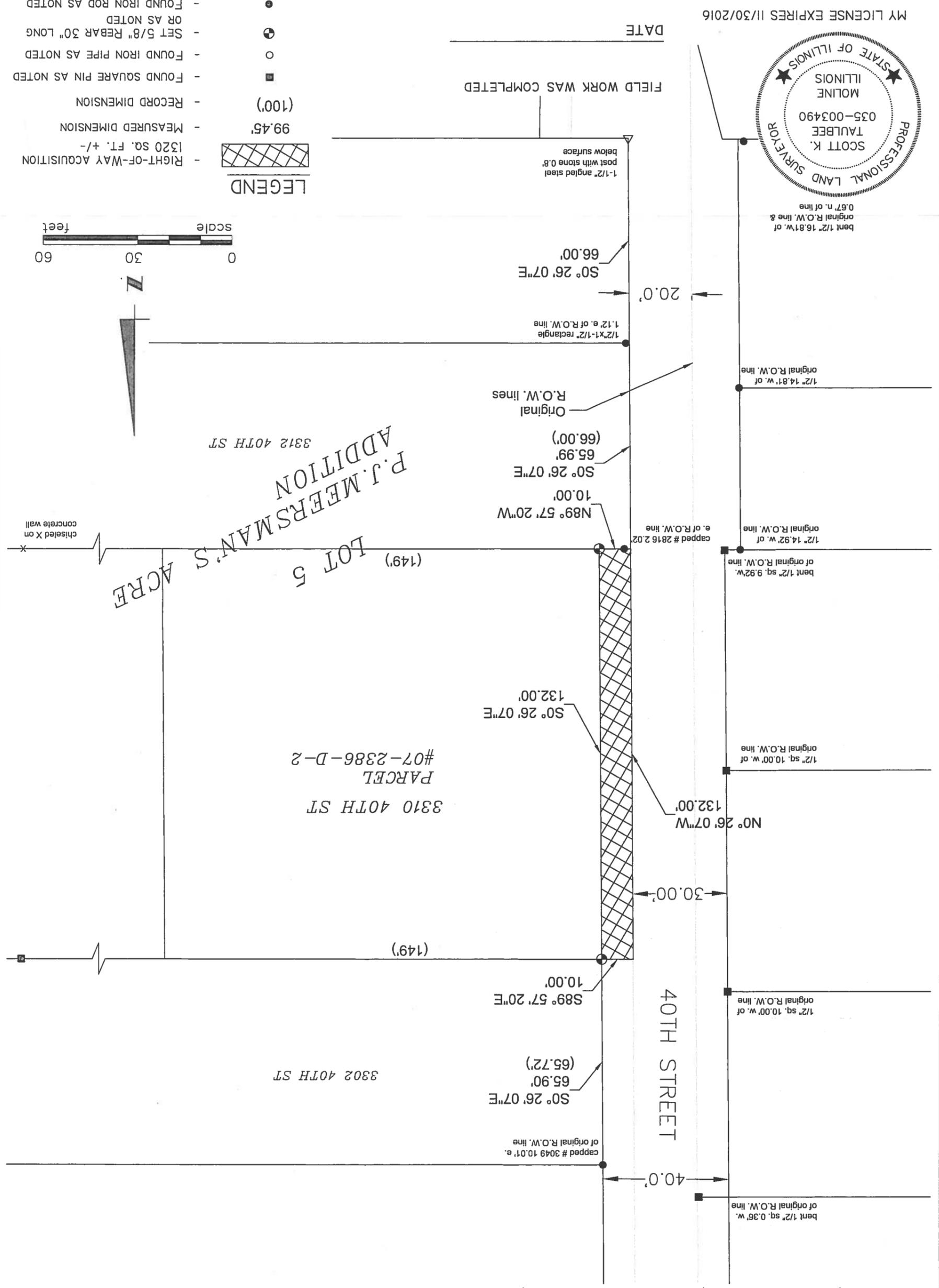
Date _____ Grantor, Grantee or Representative _____

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.

CITY OF MOLINE
ENGINEERING DIVISION
3635 4TH AVE MOLINE, IL 61265
PROJECT: #1211
40TH ST. SOUTH OF 32ND AVE.



- LEGEND**
- RIGHT-OF-WAY ACQUISITION 1320 SQ. FT. +/-
 - MEASURED DIMENSION
 - RECORD DIMENSION
 - FOUND SQUARE PIN AS NOTED
 - FOUND IRON PIPE AS NOTED
 - FOUND IRON ROD AS NOTED
 - SET 5/8" REBAR 30" LONG OR AS NOTED
 - FOUND IRON ROD AS NOTED
 - PROPOSED R.O.W. LINE
 - EXISTING PROPERTY LINE



RIGHT OF WAY ACQUISITION
PART OF THE SOUTH 264 FEET OF LOT 5 IN P.J. MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

EXHIBIT "A" SHEET 2 OF 2

RIGHT OF WAY ACQUISITION

THE WEST 10.00 FEET OF A PARCEL OF LAND AS DESCRIBED IN A DEED RECORDED AS DOCUMENT #2009-076644, IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS. THE DESCRIPTION FROM SAID DEED IS INCLUDED BELOW FOR REFERENCE.

The following two (2) tracts located in P. J. Meersman's Acre Addition to Moline, situated in South Moline Township, in the City of Moline, Rock Island County, Illinois:

TRACT 1: The West 149 feet of the North 72 feet of the South 264 feet of Lot No. 5, subject to the easement of the drainage tile now running through said property to be used for surface water drainage purposes only, and subject to a right of way over the North 12 feet thereof for highway purposes, and subject to a sanitary sewer easement to the City of Moline under the North 10 feet thereof.

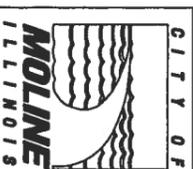
TRACT 2: The West 149 feet of the North 60 feet of the South 192 feet of Lot No 5.

Quarter!

More commonly known as 3310 40th Street, Moline, Illinois

SAID WEST 10.00 FEET CONTAINS 1320 SQUARE FEET, MORE OR LESS.

PARCEL
#07-2386-D-2



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

City of Moline Project #1211
3312 40th Street R.O.W.

TAX PARCEL NO. 07-2386-E-1

DEED OF DEDICATION

The Grantor(s), **Ronald A. Cross and Cynthia L. Cross**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 27 day of June, 2016.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

Ronald A. Cross
Ronald A. Cross

By: _____
Scott Raes, Mayor

Cynthia L. Cross
Cynthia L. Cross

Attest: _____
City Clerk

Approved as to form:

Maureen Riggs, City Attorney

Return to Grantee's Address
City of Moline
3635 4th Avenue

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

Moline, IL 61265

I, Holly Kristine Jackson, the undersigned, a Notary Public, in and for said County and State, do hereby CERTIFY that Ronald A. Cross and Cynthia L. Cross, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 27 day of June, 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.

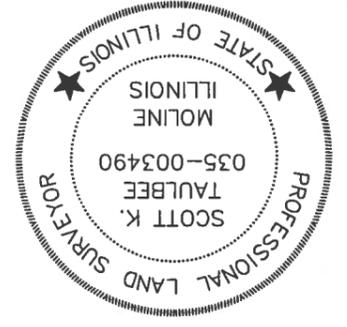
Given under my hand and notarial seal this 27 day of June, A.D. 2016.
(Seal)



Holly Kristine Jackson
NOTARY PUBLIC

“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”
Date _____ Grantor, Grantee or Representative _____

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.



MY LICENSE EXPIRES 11/30/2016

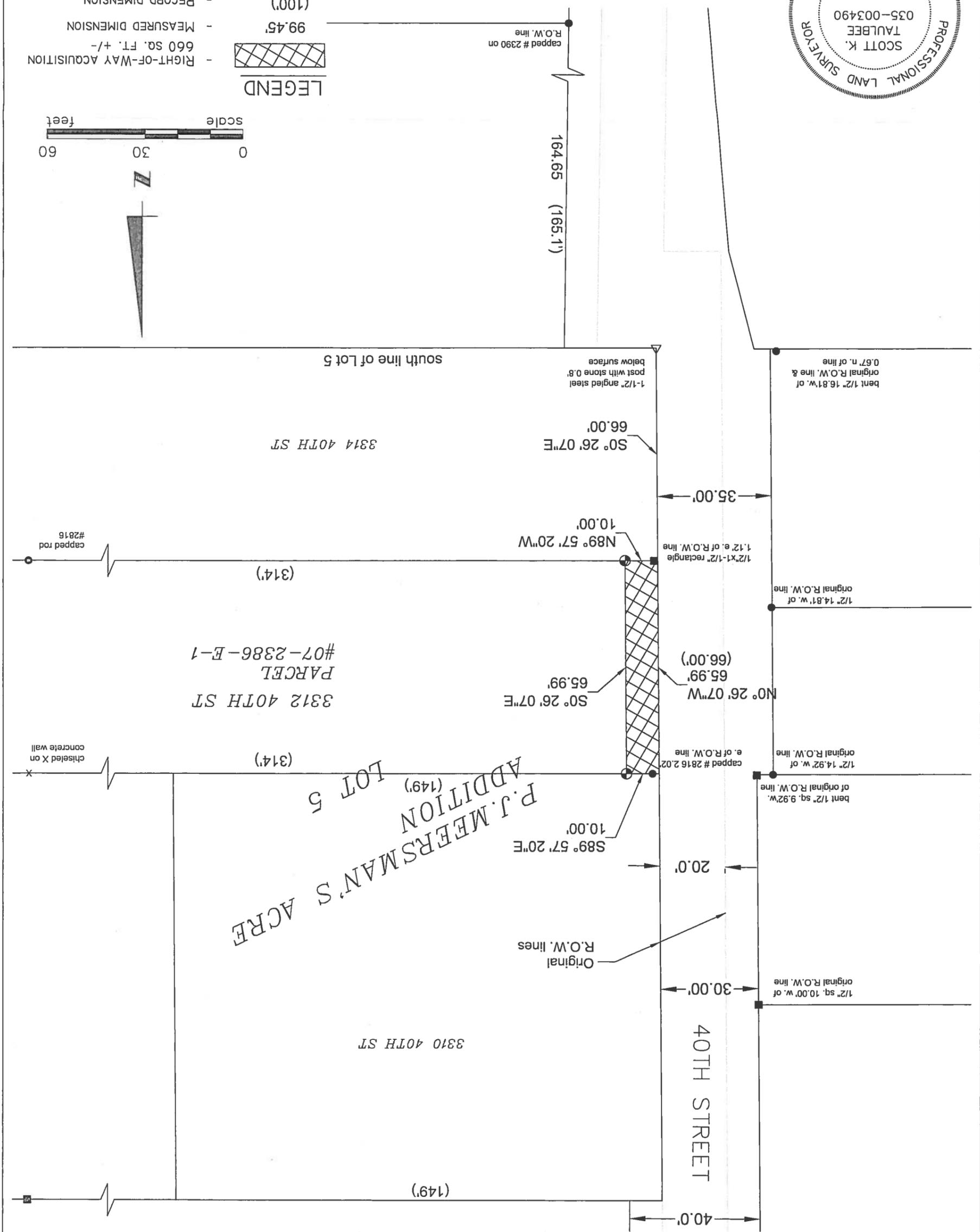
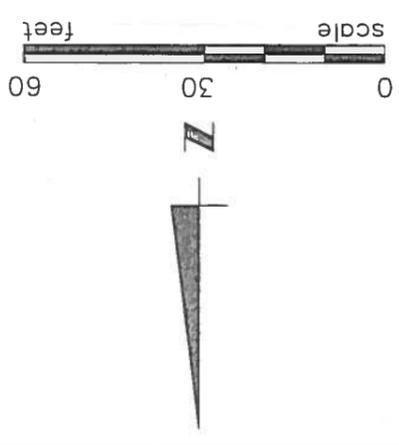
DATE _____

FIELD WORK WAS COMPLETED _____

DATE _____

CITY OF MOLINE
 ENGINEERING DIVISION
 3635 4TH AVE MOLINE, IL 61265
 PROJECT: #1211
 40TH ST. SOUTH OF 32ND AVE.

- LEGEND**
- RIGHT-OF-WAY ACQUISITION 660 SQ. FT. +/-
 - MEASURED DIMENSION
 - RECORD DIMENSION
 - FOUND SQUARE PIN AS NOTED
 - FOUND IRON PIPE AS NOTED
 - FOUND IRON ROD AS NOTED
 - SET 5/8" REBAR 30" LONG OR AS NOTED
 - PROPOSED R.O.W. LINE
 - EXISTING PROPERTY LINE



P.J. MEERSMAN'S ACRES
 ADDITION
 LOT 5

RIGHT OF WAY ACQUISITION
 THE WEST 10.00 FEET OF THE NORTH 66 FEET OF THE SOUTH 132 FEET OF LOT 5 IN P.J. MEERSMAN'S ACRES ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

City of Moline Project #1211
3314 40th Street R.O.W.

TAX PARCEL NO. 07-2386-E

DEED OF DEDICATION

The Grantor(s), **Kathleen K. Heyvaert**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 1st day of June, 2016.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE


Kathleen K. Heyvaert

By: _____
Scott Raes, Mayor

Attest: _____
City Clerk

Approved as to form:

Maureen Riggs, City Attorney

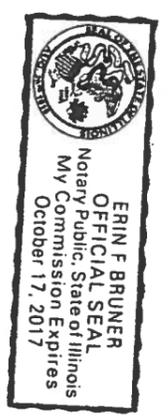
Return to Grantee's Address
City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Erin F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Kathleen K. Heyvaert, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 1st day of June, 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 notorial seal this 1st day of June, A.D. 2016.
(Seal)

Erin F. Bruner
NOTARY PUBLIC



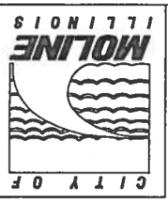
“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”

Date	Grantor, Grantee or Representative
------	------------------------------------



MY LICENSE EXPIRES 11/30/2016

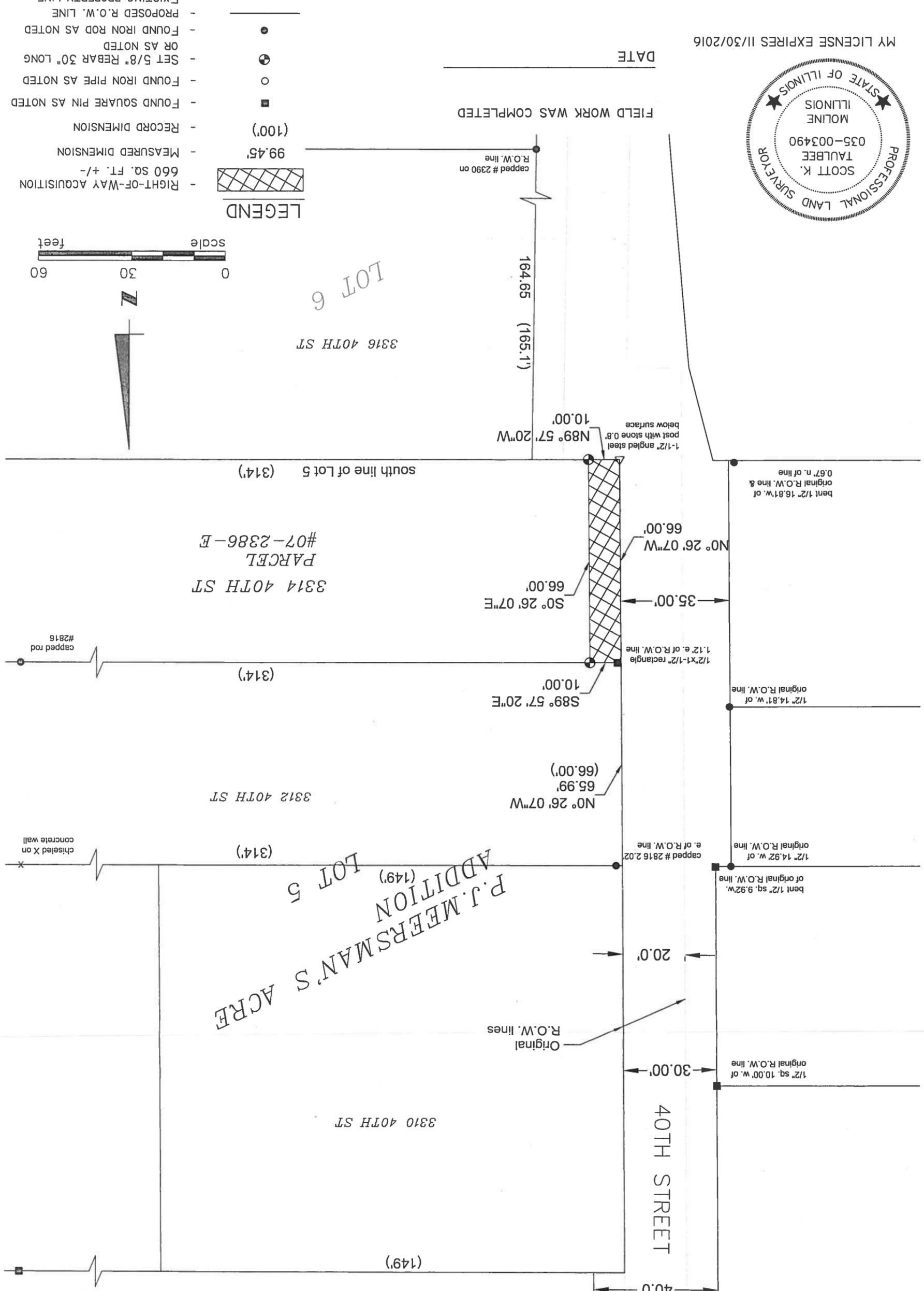
I, SCOTT K. TAUBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003490, DO HEREBY STATE THAT THIS RIGHT OF WAY ACQUISITION WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE BASIS OF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



CITY OF MOLINE
ENGINEERING DIVISION
3635 4TH AVE MOLINE, IL 61265
PROJECT: #1211
40TH ST. SOUTH OF 32ND AVE.

RIGHT OF WAY ACQUISITION

THE WEST 10.00 FEET OF THE SOUTH 66 FEET OF LOT 5 IN P.J. MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

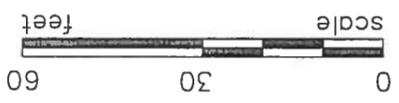


DATE

FIELD WORK WAS COMPLETED

LEGEND

- RIGHT-OF-WAY ACQUISITION
- 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



P.J. MEERSMAN'S ACRE ADDITION
LOT 5
(149)

PARCEL #07-2386-E
3314 40TH ST

LOT 6

3316 40TH ST

40TH STREET

3310 40TH ST

3312 40TH ST

south line of Lot 5 (314')

Original R.O.W. lines

N0° 26' 07"W
65.99'
(66.00')

S89° 57' 20"E
10.00'

S0° 26' 07"E
66.00'

N0° 26' 07"W
66.00'

N89° 57' 20"W
10.00'

164.65
(165.1')

capped # 2390 on R.O.W. line

1/2" sq. 10.00' w. of original R.O.W. line

bent 1/2" sq. 9.92' w. of original R.O.W. line

1/2" w. of original R.O.W. line

1/2" x 1-1/2" rectangle

1.12' e. of R.O.W. line

1/2" w. of original R.O.W. line & bent 1/2" n. of line

0.67' n. of line

1/2" sq. 14.81' w. of original R.O.W. line

1/2" sq. 14.92' w. of original R.O.W. line

capped # 2816 2.02' e. of R.O.W. line

1/2" w. of original R.O.W. line

City of Moline Project #1211
3315 40th Street R.O.W.

TAX PARCEL NO. 07-14720

DEED OF DEDICATION

The Grantor(s), **Todd Reed & Tarrah A. Reed**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 29th day of May, 2016.

GRANTOR(S):



Todd Reed

By: _____
Scott Raes, Mayor

ACCEPTED BY THE CITY OF MOLINE



Tarrah A. Reed

Attest: _____
City Clerk

Approved as to form:

Maureen Riggs, City Attorney

Return to Grantee's Address
City of Moline
3635 4th Avenue

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

Moline, IL 61265

I, Brenda J. Reed, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Todd Reed & Tarrah A. Reed, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 29 day of May, 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 notorial seal this 29 day of May, A.D. 2016.

(Seal)



Brenda J. Reed
NOTARY PUBLIC

"Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act."
Date 5/29/16 Brenda J. Reed
Grantor, Grantee or Representative

3319

City of Moline Project #1211
3319 40th Street R.O.W.

TAX PARCEL NO. 07-14721

DEED OF DEDICATION

The Grantor(s), **Arlin L. Hicks**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 01st day of JOULY, 2016.

GRANTOR(S):

Arlin L. Hicks
Arlin L. Hicks

By: _____
Scott Raes, Mayor

ACCEPTED BY THE CITY OF MOLINE

Attest: _____
City Clerk

Approved as to form:

Maureen Riggs, City Attorney

Return to Grantee's Address
City of Moline Engineering Division
3635 4th Avenue
Moline, IL 61265

STATE OF ILLINOIS

COUNTY OF ROCK ISLAND

)
) SS.

ELLEN M LARSON
A.D.

I, ~~Arin L. Hicks~~, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Arin L. Hicks, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 16th day of June, 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 notorial seal this 16th day of June, 2016, A.D. 2016.

(Seal)

ELLEN M LARSON
NOTARY PUBLIC



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

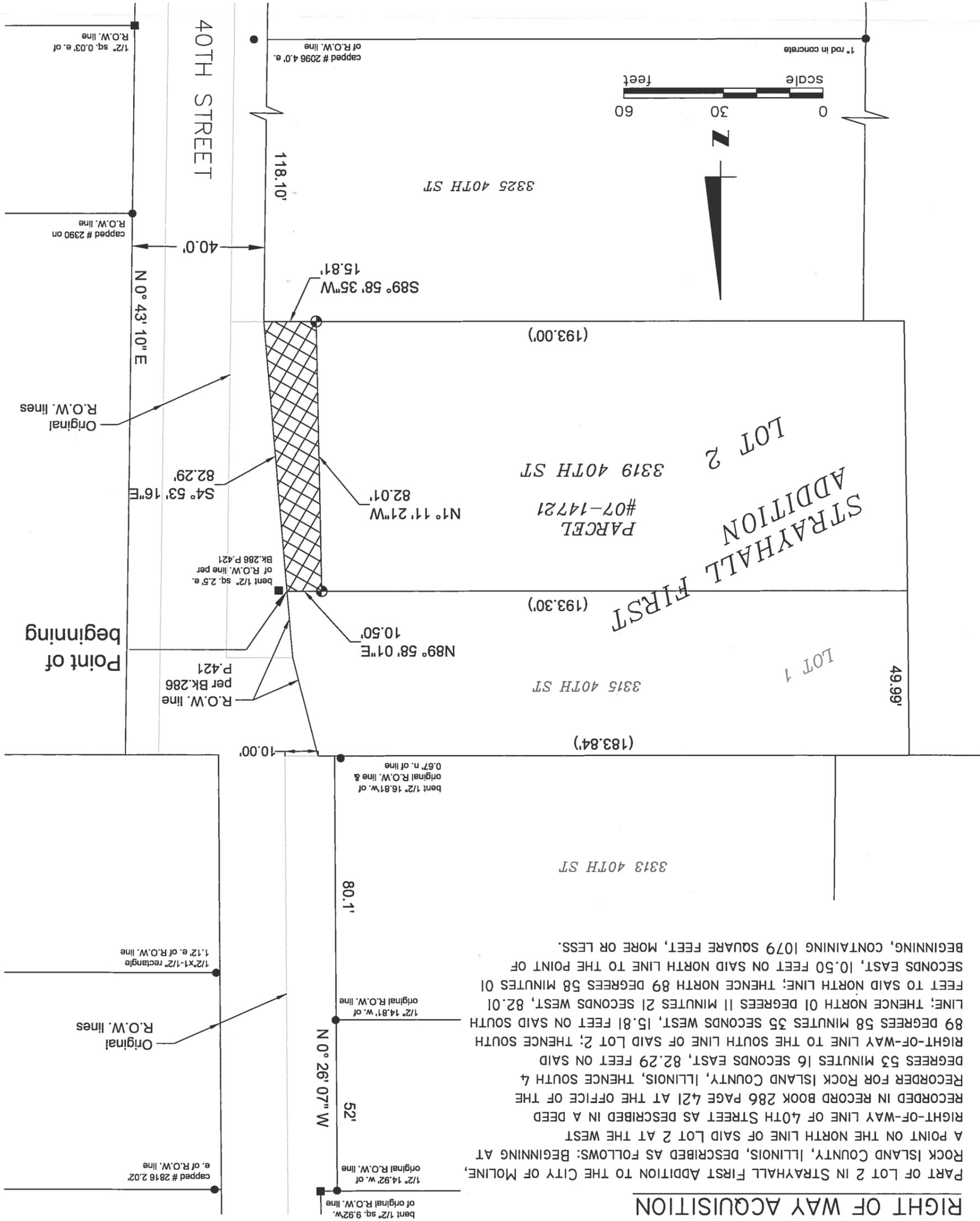
Date _____ Grantor, Grantee or Representative _____

CITY OF MOLINE
 ENGINEERING DIVISION
 3635 4TH AVE MOLINE, IL 61265
 PROJECT: #1211
 40TH ST. SOUTH OF 32ND AVE.

DATE _____
 FIELD WORK WAS COMPLETED _____
 MY LICENSE EXPIRES 11/30/2016



- LEGEND**
- RIGHT-OF-WAY ACQUISITION 1079 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 R.O.W. LINE
 - EXISTING PROPERTY LINE



PART OF LOT 2 IN STRAYHALL FIRST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2 AT THE WEST RIGHT-OF-WAY LINE OF 40TH STREET AS DESCRIBED IN A DEED RECORDED IN RECORD BOOK 286 PAGE 421 AT THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, THENCE SOUTH 4 DEGREES 53 MINUTES 16 SECONDS EAST, 82.29 FEET ON SAID RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, 15.81 FEET ON SAID SOUTH LINE; THENCE NORTH 01 DEGREES 11 MINUTES 21 SECONDS WEST, 82.01 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 58 MINUTES 01 SECONDS EAST, 10.50 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 1079 SQUARE FEET, MORE OR LESS.

RIGHT OF WAY ACQUISITION

City of Moline Project #1211
3325 40th Street R.O.W.

TAX PARCEL NO. 07-12702

3325

DEED OF DEDICATION

The Grantor(s), **Tushar S. Bhandarkar & Roopali T. Bhandarkar**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 _____ day of _____, 2016.

GRANTOR(S):



Tushar S. Bhandarkar

ACCEPTED BY THE CITY OF MOLINE

By: _____
Scott Raes, Mayor

Roopali T. Bhandarkar

Attest: _____
City Clerk

Approved as to form:

Return to Grantee's Address
City of Moline
3635 4th Avenue
Moline, IL 61265

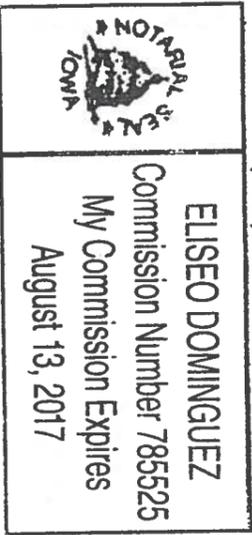
Maureen Riggs, City Attorney

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

I, Eliseo Dominguez, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Tushar S. Bhandarkar & Roopali T. Bhandarkar, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 16th day of June, 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 16th day of June, A.D. 2016.

(Seal)



Eliseo Dominguez
NOTARY PUBLIC

“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”
Date _____ Grantor, Grantee or Representative _____

RIGHT OF WAY ACQUISITION

PART OF LOT 1 IN JACQUIN'S FIRST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 AT THE WEST RIGHT-OF-WAY LINE OF 40TH STREET AS DESCRIBED IN A DEED RECORDED IN RECORD BOOK 286 PAGE 419 AT THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, THENCE SOUTH 00 DEGREES 43 MINUTES 10 SECONDS WEST, 118.10 FEET ON SAID RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, 13.64 FEET ON SAID SOUTH LINE; THENCE NORTH 00 DEGREES 20 MINUTES 16 SECONDS WEST, 118.10 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, 15.82 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 1739 SQUARE FEET, MORE OR LESS.

Point of beginning

Original R.O.W. lines

R.O.W. line per Bk.286 P.421

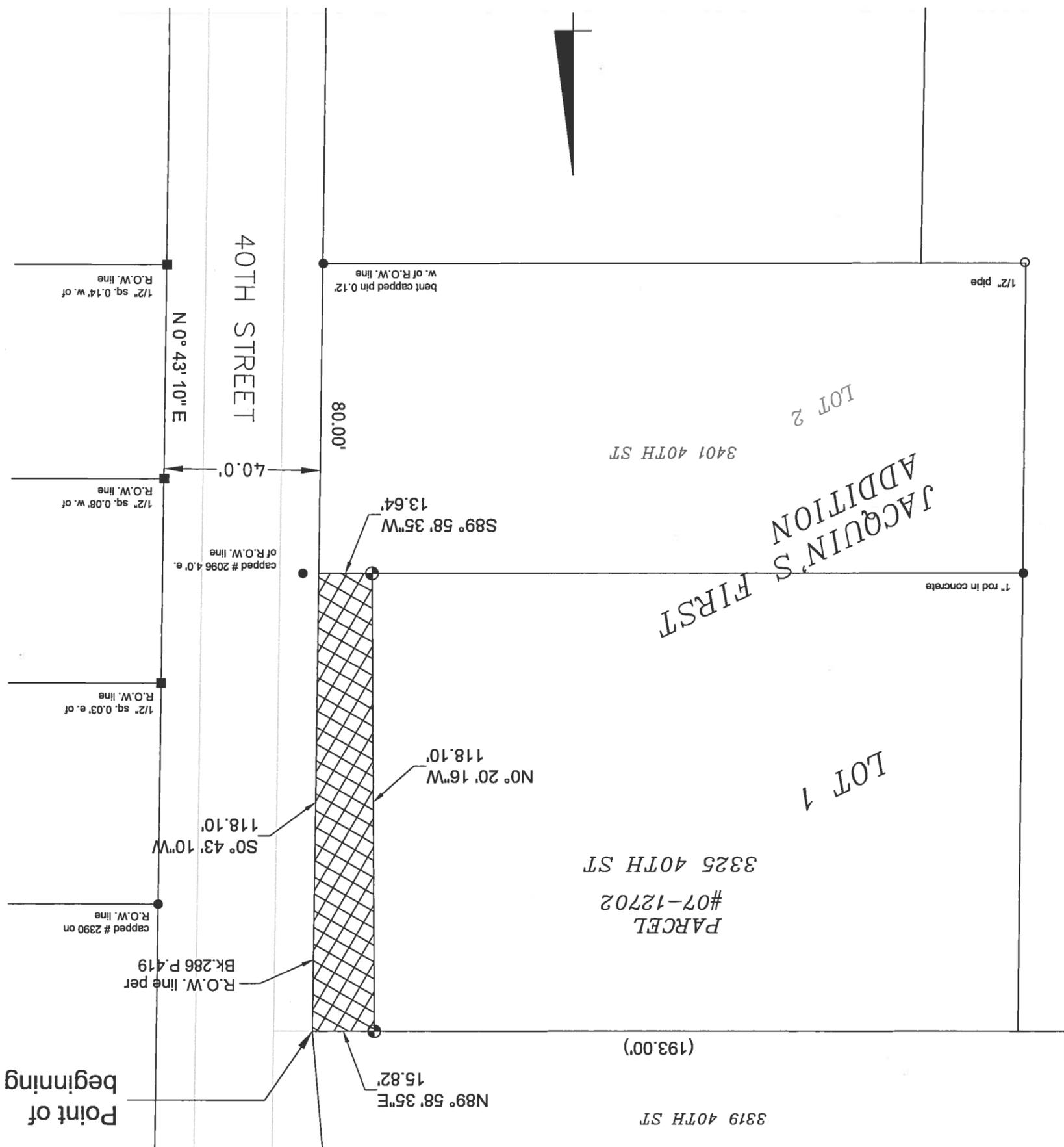
R.O.W. line per Bk.286 P.419

capped # 2390 on R.O.W. line

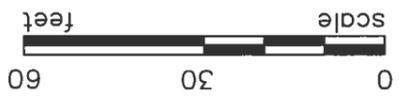
1/2" sq. 0.03" e. of R.O.W. line

1/2" sq. 0.08" w. of R.O.W. line

1/2" sq. 0.14" w. of R.O.W. line



- LEGEND**
- RIGHT-OF-WAY ACQUISITION 1739 SQ. FT. +/-
 - MEASURED DIMENSION 99.45'
 - RECORD DIMENSION (100')
 - FOUND SQUARE PIN AS NOTED
 - FOUND IRON PIPE AS NOTED
 - FOUND IRON ROD AS NOTED OR AS NOTED
 - SET 5/8" REBAR 30" LONG
 - PROPOSED R.O.W. LINE
 - EXISTING PROPERTY LINE



FIELD WORK WAS COMPLETED

DATE

MY LICENSE EXPIRES 11/30/2016



I, SCOTT K. TAALBEE, 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.



CITY OF MOLINE
 ENGINEERING DIVISION
 3635 4TH AVE MOLINE, IL 61265
 PROJECT: #1211
 40TH ST. SOUTH OF 32ND AVE.

City of Moline Project #1211
3401 40th Street R.O.W.

TAX PARCEL NO. 07-12703

DEED OF DEDICATION

The Grantor(s), **Shane Clark and Tara M. Clark**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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 _____ day of _____, 2016.

GRANTOR(S):

Shane Clark

Shane Clark

By: _____
Scott Raes, Mayor

ACCEPTED BY THE CITY OF MOLINE

Tara M. Clark
Tara M. Clark

Attest: _____
City Clerk

Approved as to form:

Return to Grantee's Address
City of Moline
3635 4th Avenue
Moline, IL 61265

Maureen Riggs, City Attorney

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

I, Thomas Luckey, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Shane Clark and Tara M. Clark, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 7 day of June, 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 7 day of June, A.D. 2016.

(Seal)




NOTARY PUBLIC

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

Date _____ Grantor, Grantee or Representative _____



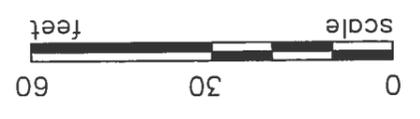
MY LICENSE EXPIRES 11/30/2016

I, SCOTT K. TAUBEE, 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.

DATE _____

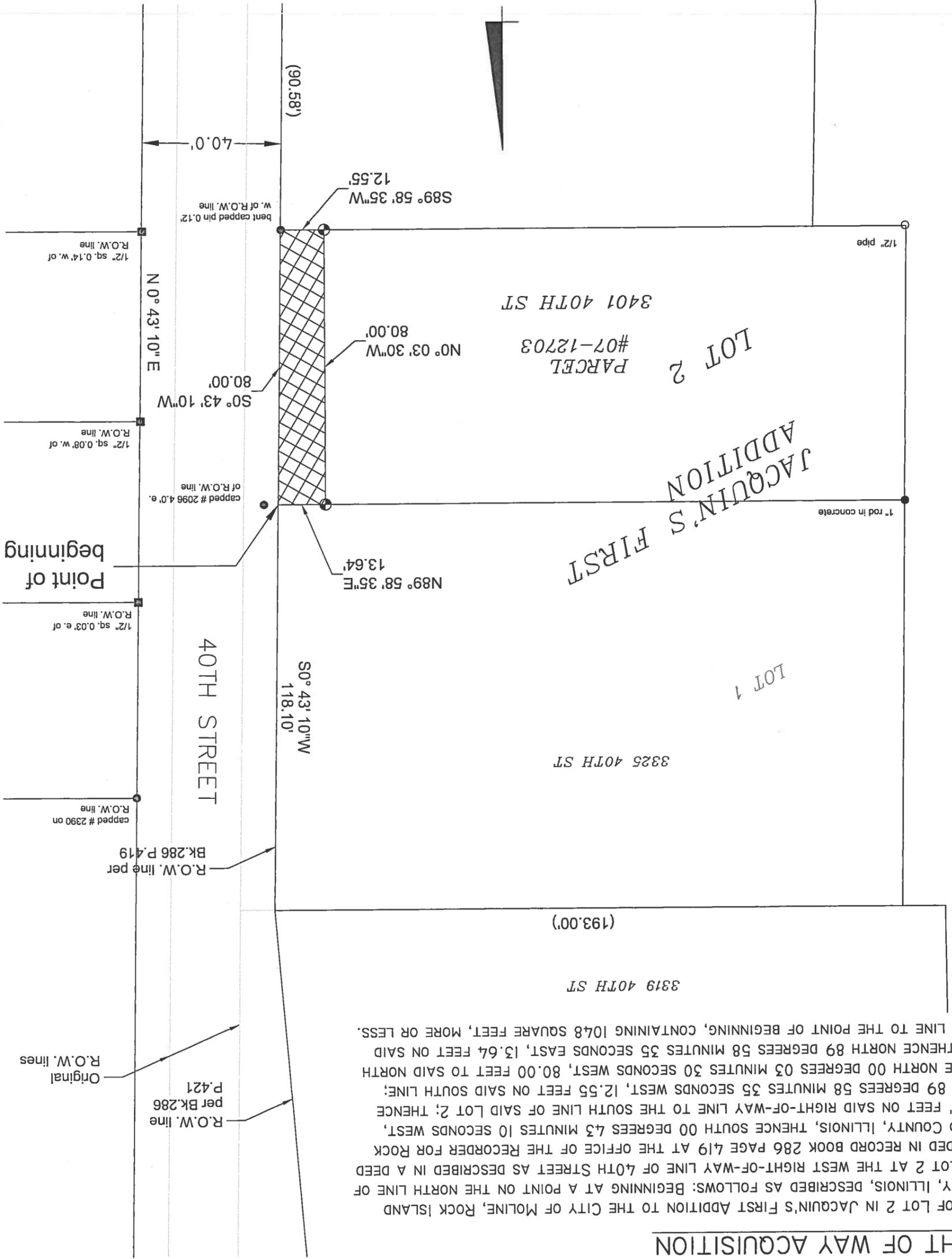
DATE _____

FIELD WORK WAS COMPLETED _____



CITY OF MOLINE
ENGINEERING DIVISION
3635 4TH AVE MOLINE, IL 61265
PROJECT: #1211
40TH ST. SOUTH OF 32ND AVE.

- LEGEND**
- RIGHT-OF-WAY ACQUISITION 104.8 SQ. FT. +/-
 - MEASURED DIMENSION 100.00'
 - RECORD DIMENSION (100.00')
 - 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



PART OF LOT 2 IN JACQUIN'S FIRST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2 AT THE WEST RIGHT-OF-WAY LINE OF 40TH STREET AS DESCRIBED IN A DEED RECORDED IN RECORD BOOK 286 PAGE 419 AT THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, THENCE SOUTH 00 DEGREES 43 MINUTES 10 SECONDS WEST, 80.00 FEET ON SAID RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, 12.55 FEET ON SAID SOUTH LINE; THENCE NORTH 00 DEGREES 03 MINUTES 30 SECONDS WEST, 80.00 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, 13.64 FEET ON SAID LINE; THENCE NORTH 00 DEGREES 43 MINUTES 35 SECONDS WEST, 118.10 FEET TO SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 104.8 SQUARE FEET, MORE OR LESS.

RIGHT OF WAY ACQUISITION

City of Moline Project #1211
3405 40th Street R.O.W.

TAX PARCEL NO. 07-14715

DEED OF DEDICATION

The Grantor(s), **Shane Clark and Tara M. Clark**, hereby grant(s), convey(s), warrant(s) and dedicate(s) 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. _____.

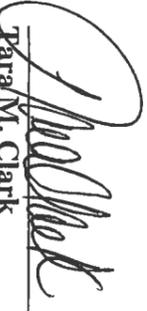
Dated this _____ day of _____, 2016.

GRANTOR(S):



Shane Clark

By: _____
Scott Raes, Mayor



Tara M. Clark

Attest: _____
City Clerk

Approved as to form:

Return to Grantee's Address
City of Moline
3635 4th Avenue
Moline, IL 61265

Maureen Riggs, City Attorney

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

I, Thomas Luckey, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Shane Clark and Tara M. Clark, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 7 day of June, 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 notorial seal this 7 day of June, A.D. 2016.

(Seal)



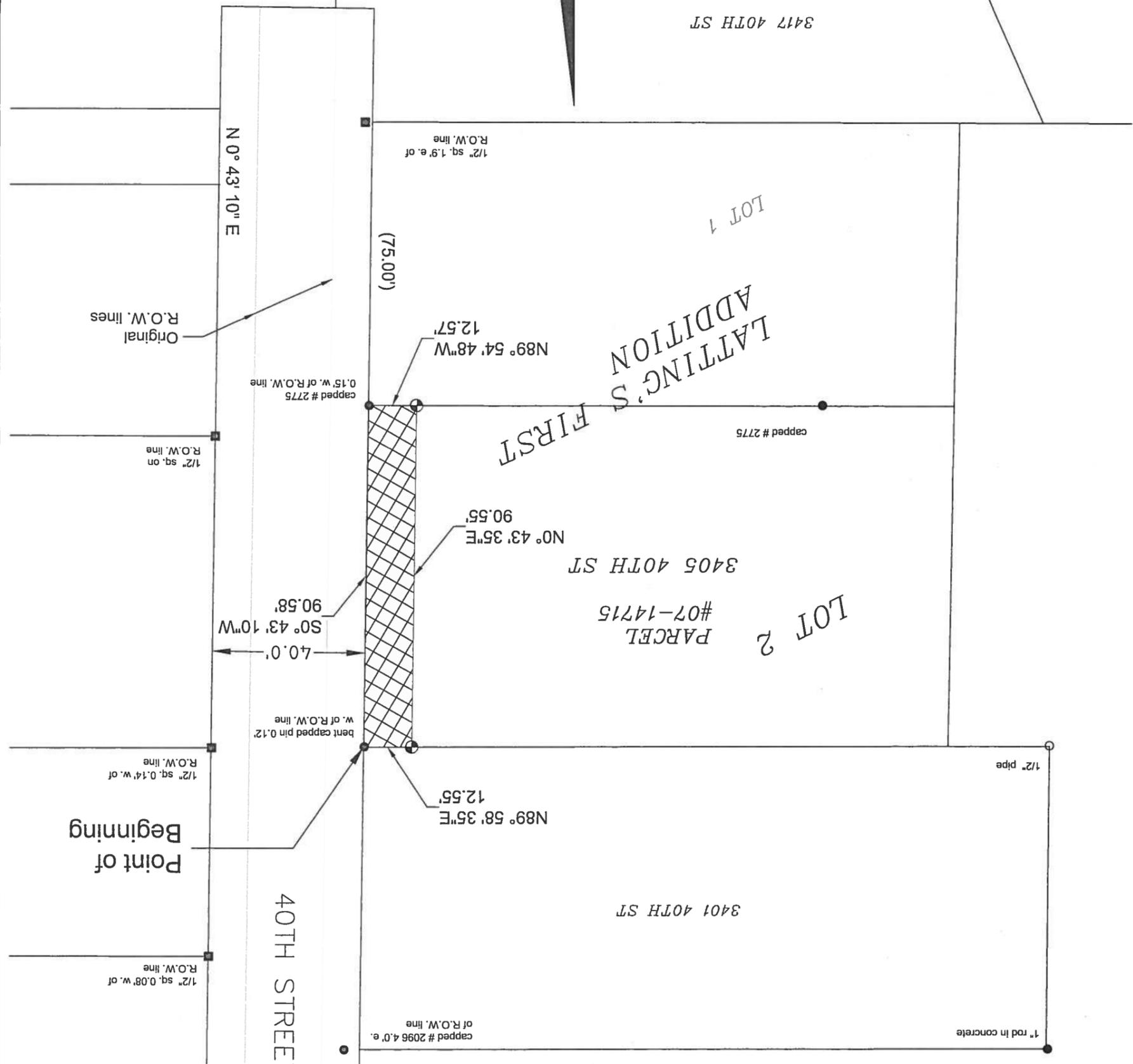

NOTARY PUBLIC

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

Date _____ Grantor, Grantee or Representative _____

RIGHT OF WAY ACQUISITION

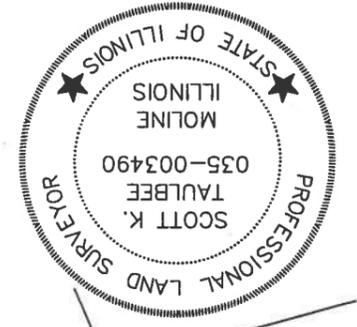
PART OF LOT 2 IN LATTING'S FIRST ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2 AT THE WEST RIGHT-OF-WAY LINE OF 40TH STREET AS SHOWN ON THE FINAL PLAT OF SAID LATTING'S FIRST ADDITION AS RECORDED AT THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, THENCE SOUTH 00 DEGREES 43 MINUTES 10 SECONDS WEST, 90.58 FEET ON SAID RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 54 MINUTES 48 SECONDS WEST, 12.57 FEET ON SAID SOUTH LINE; THENCE NORTH 00 DEGREES 43 MINUTES 35 SECONDS WEST, 90.55 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, 12.55 FEET ON SAID NORTH LINE; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, 12.55 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 1137 SQUARE FEET, MORE OR LESS.



40TH ST. SOUTH OF 32ND AVE.
 PROJECT: #1211
 3635 4TH AVE MOLINE, IL 61265
 ENGINEERING DIVISION
CITY OF MOLINE



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 1137SQ. FT. +/-
- MEASURED DIMENSION 100.00'
- RECORD DIMENSION 100.00'
- 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

DATE

FIELD WORK WAS COMPLETED

MY LICENSE EXPIRES 11/30/2016

Council Bill/Resolution No. 1098-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept thirty-two (32) Temporary Construction Easements more particularly described herein to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue

WHEREAS, thirty two Temporary Construction Easements with the following property owners:

Property Owner's Name	Address	Parcel Number
Ryan Klemetson and Leean Klemetson	3201 40 th St	07-13370
Mark J. Beldin	3202 40 th St	07-2386-F
Stanley L. Burich	3205 40 th St	07-13307
Marjorie A. Britz	3209 40 th St	07-14977
Daniel L. Atkinson	3212 40 th St	07-12846
Levi W. Ritchie	3213 40 th St	07-14978
Ann Schwieder	3215 40 th St	07-12164
Cynthia A. Betcher	3218 40 th St	07-12847
Richard A. Niemeier and Marlena J. Atkinson-Niemeier	3220 40 th St	07-12848
John Maere	3224 40 th St	07-14921
Vicki L. Gabrysiak	3227 40 th St	07-12165
John D. Phillips and Lisa G. Phillips	3230 40 th St	07-14922
Robert G. Ingvall and Nettie E. Ingvall	3235 40 th St	07-2397-3
Gregory A. Willard and Nicole L. Willard	3240 40 th St	07-2386-C-1
Richard Darnell	3301 40 th St	07-2397-1
Reginald Allen and Bridgett Allen	3302 40 th St	07-2386-C
Arthur R. Leemans	3303 40 th St	07-2396-A
Margaret Ann Colclasure and Chester Colclasure	3305 40 th St	07-2396-C
David L. Hendershot and Barbara A. Hendershot	3309 40 th St	07-13211
Timothy G. Johnson and Laurie A. Johnson	3310 40 th St	07-2386-D-2
Ronald A. Cross and Cynthia L. Cross	3312 40 th St	07-2386-E-1
Abe Latting, Jr and Bonnie L. Latting as Trustees of the Abe Latting, Jr. and Bonnie L. Latting Revocable Living Trust, dated May 27, 2014	3313 40 th St	07-13214
Kathleen K. Heyvaert	3314 40 th St	07-2386-E
Todd Reed and Tarrah A. Reed	3315 40 th St	07-14720
Arlin L. Hicks	3319 40 th St	07-14721
Tushar S. Bhandarkar and Roopali T. Bhandarkar	3325 40 th St	07-12702
Shane Clark and Tara M. Clark	3401 40 th St	07-12703
David D. Bisby and Julie A. Bisby	3412 40 th St	07-2388
Betty L. Piliponis	3414 40 th St	07-13225
Bernice Weigandt	3461 40 th St	07-2389-A
Raymond E. Nelson	3417 40 th St	07-12153
Larry A. Van Ert as Trustee of the Larry A. Van Ert Trust, dated October 2, 1992	4003 36 th Ave Ct	07-2390

are necessary to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue; and

Council Bill/Resolution No. 1098-2016

Sponsor: _____

WHEREAS, staff recommends acceptance of said thirty two Temporary Construction 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 thirty-two (32) Temporary Construction Easements more particularly described herein to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue; provided, however, that said easements are 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

Date

July 12, 2016

Passed: July 12, 2016

Approved: July 19, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Project #1211
Parcel #07-13370

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

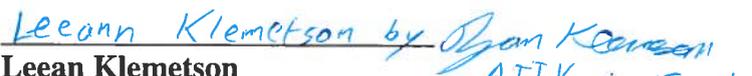
Ryan Klemetson and Leann Klemetson (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grant to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3201 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 28 day of June, 2016.

GRANTOR(S):


Ryan Klemetson


Leann Klemetson ATTY in Fact

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Christine Jackson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Ryan Klemetson and Leean Klemetson**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 28 day of June, 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 28 day of June, A.D. 2016.

(seal)

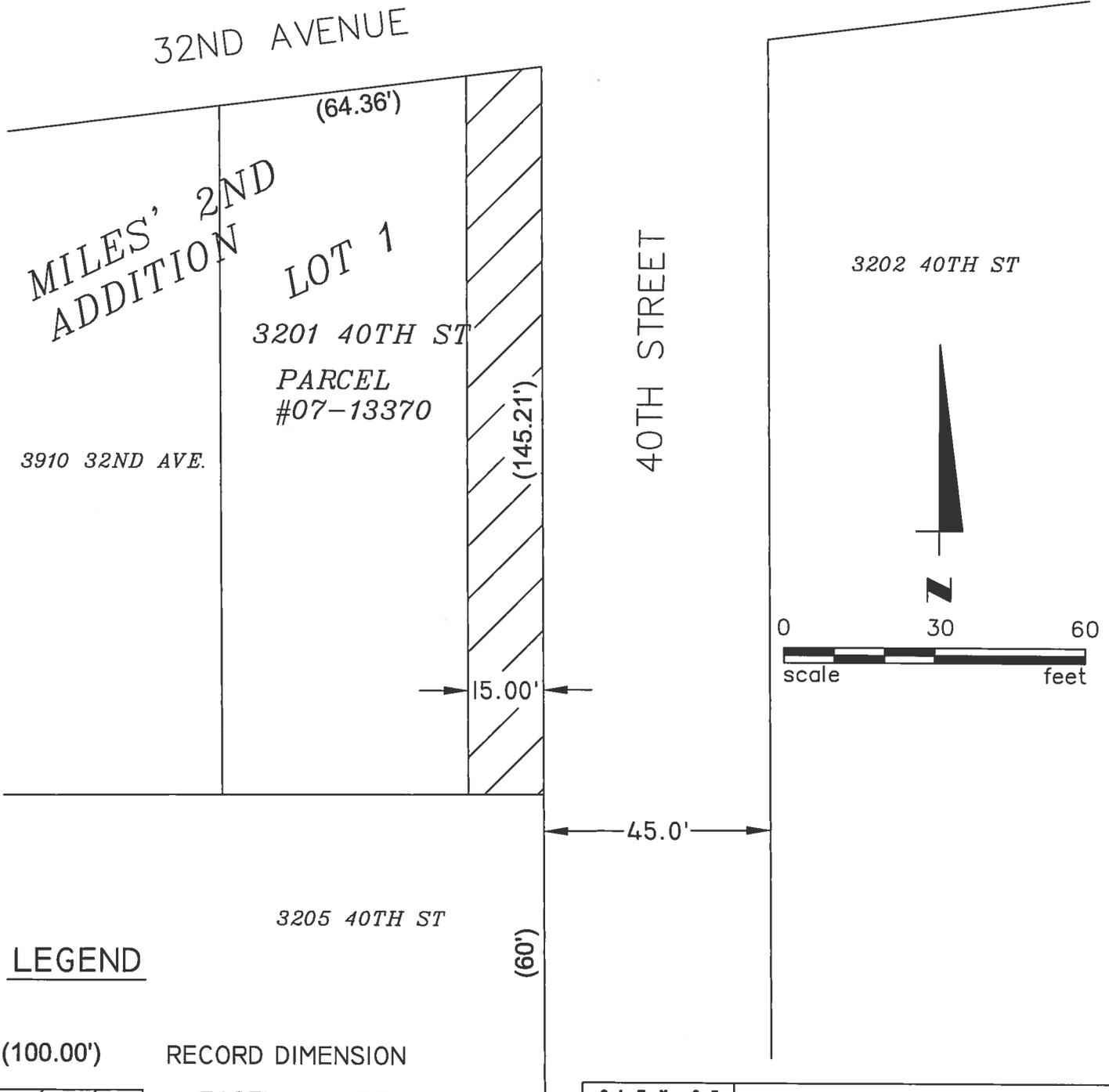
Christine Jackson
NOTARY PUBLIC



EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

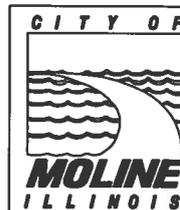
THE EAST 15 FEET OF LOT 1 IN MILES' 2ND ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



LEGEND

- (100.00') RECORD DIMENSION
-  - EASEMENT AREA (2164 Sq. FT. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

POWER OF
ATTORNEY

COPY

Prepared by and return to:
Jerry J. Pepping
Pepping Balk Kincaid
& Olson, LTD.
105 7th Street
Silvis, IL 61282
(309) 755-5096

KNOW ALL MEN BY THESE PRESENTS, that I, Leeann Klemetson, of Pleasant Grove, Utah, do hereby name and appoint, Ryan Klemetson of, Moline, Illinois, as my Attorney in Fact, to act for me and in my name, to do and perform any and all acts whatsoever with respect to any real and personal property which I now own or may hereafter acquire, which I might do and perform in person with respect thereto, including within such general power and not limiting the same:

1. To sell and convey any interest in real estate which I may have, or to rent or lease the same upon any terms as may be agreed; or to mortgage the same and to execute promissory notes for borrowed funds, specifically the property at 3201 40th Street, Moline, IL 61265 and legally described as: Lot Number One (1) in "Miles Second Addition" located in the East 138.5 feet of Lot Number Nineteen (19) in P. J. Meersman's Acre Addition to Moline, Illinois, according to the plat thereof.
2. To purchase assets in my name and to sell, assign, transfer and deliver any of my personal property for such price as my Attorney in Fact may agree upon.
3. To execute any and all instruments as may be appropriate to the foregoing powers, including deeds of conveyance with or without covenants of warranty, bills of sale, assignments, endorsements and stock transfer powers.
4. And generally to do and perform any act which I might do myself, including the release of any right of homestead to which I may be entitled.
5. My Attorney in Fact shall be liable for no other cause than gross neglect or willful misconduct.
6. It is my intent that this power of attorney shall be deemed to be a durable power of attorney and remain in full force and effect and shall continue without interruption until January 1, 2017, unless previously revoked by me even though I become disabled, incapacitated or incompetent.

Project #1211
Parcel #07-14977

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Marjorie A. Britz (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3209 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 2nd day of June, 2016.

GRANTOR(S):


Marjorie A. Britz

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Rachele Breiby, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Marjorie A. Britz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 2nd day of June, 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 2nd day of June, A.D. 2016.

(seal)

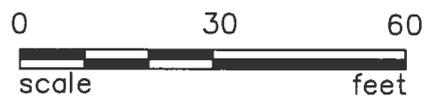
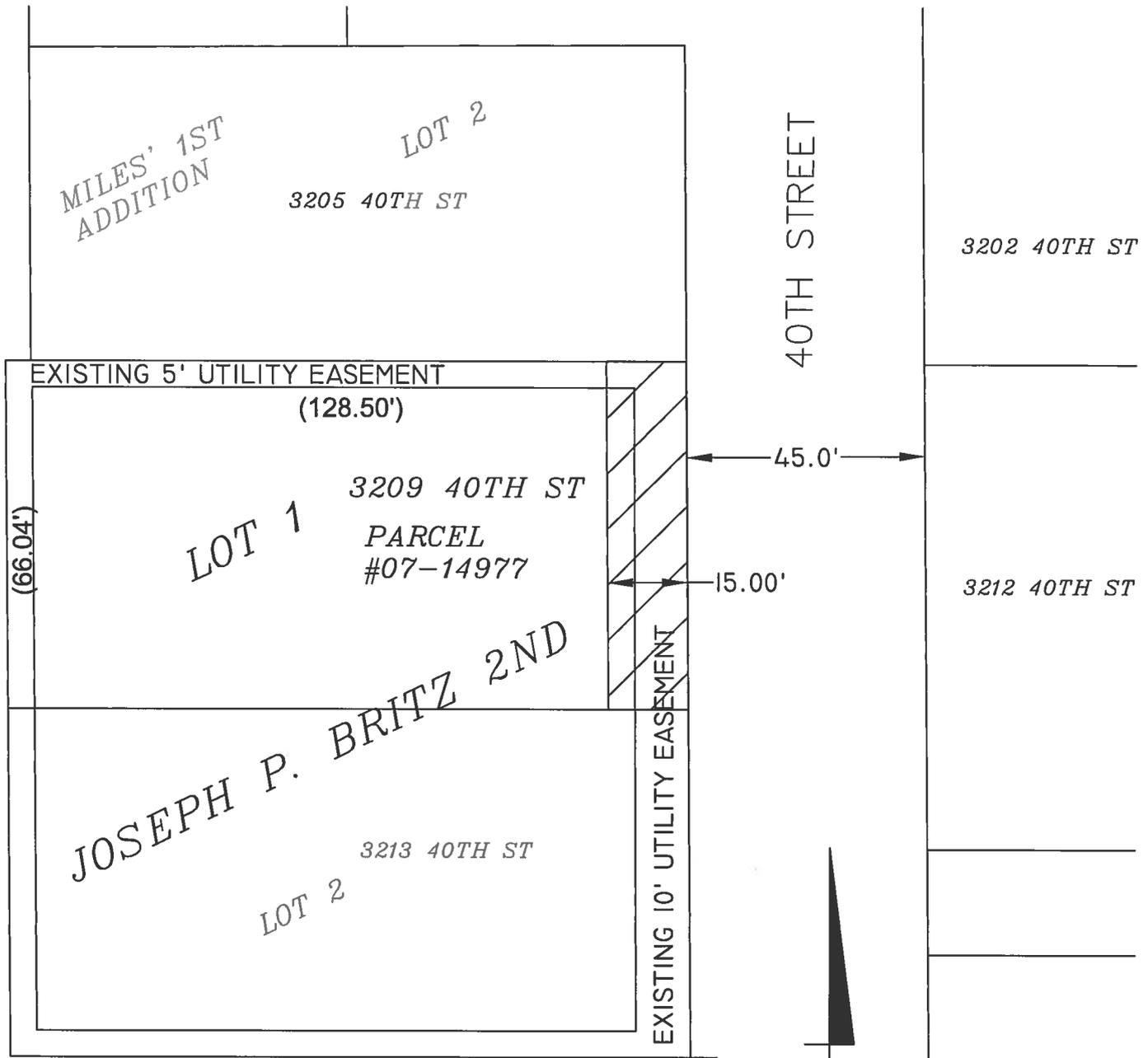


Rachele Breiby
NOTARY PUBLIC

EXHIBIT "A"

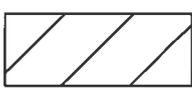
TEMPORARY CONSTRUCTION EASEMENT

THE EAST 15 FEET OF LOT 1 IN JOSEPH P. BRITZ SECOND ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



LEGEND

(100.00') RECORD DIMENSION

 - EASEMENT AREA (991 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-12846

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Daniel L. Atkinson (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3212 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 31 day of May, 2016.

GRANTOR(S):


Daniel L. Atkinson

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Heather Stickel, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Daniel L. Atkinson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 31 day of May, 2016, 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 31 day of May, 2016 A.D. 2016.

(seal)


NOTARY PUBLIC



Project #1211
Parcel #07-14978

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

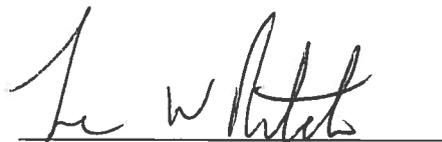
The undersigned owner:

Levi W. Ritchie (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3213 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 14th day of June, 2016.

GRANTOR(S):



Levi W. Ritchie

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Holly Kristine Jackson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Levi W. Ritchie**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 14 day of June, 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 14 day of June, A.D. 2016.

(seal)

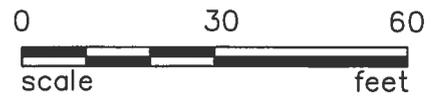
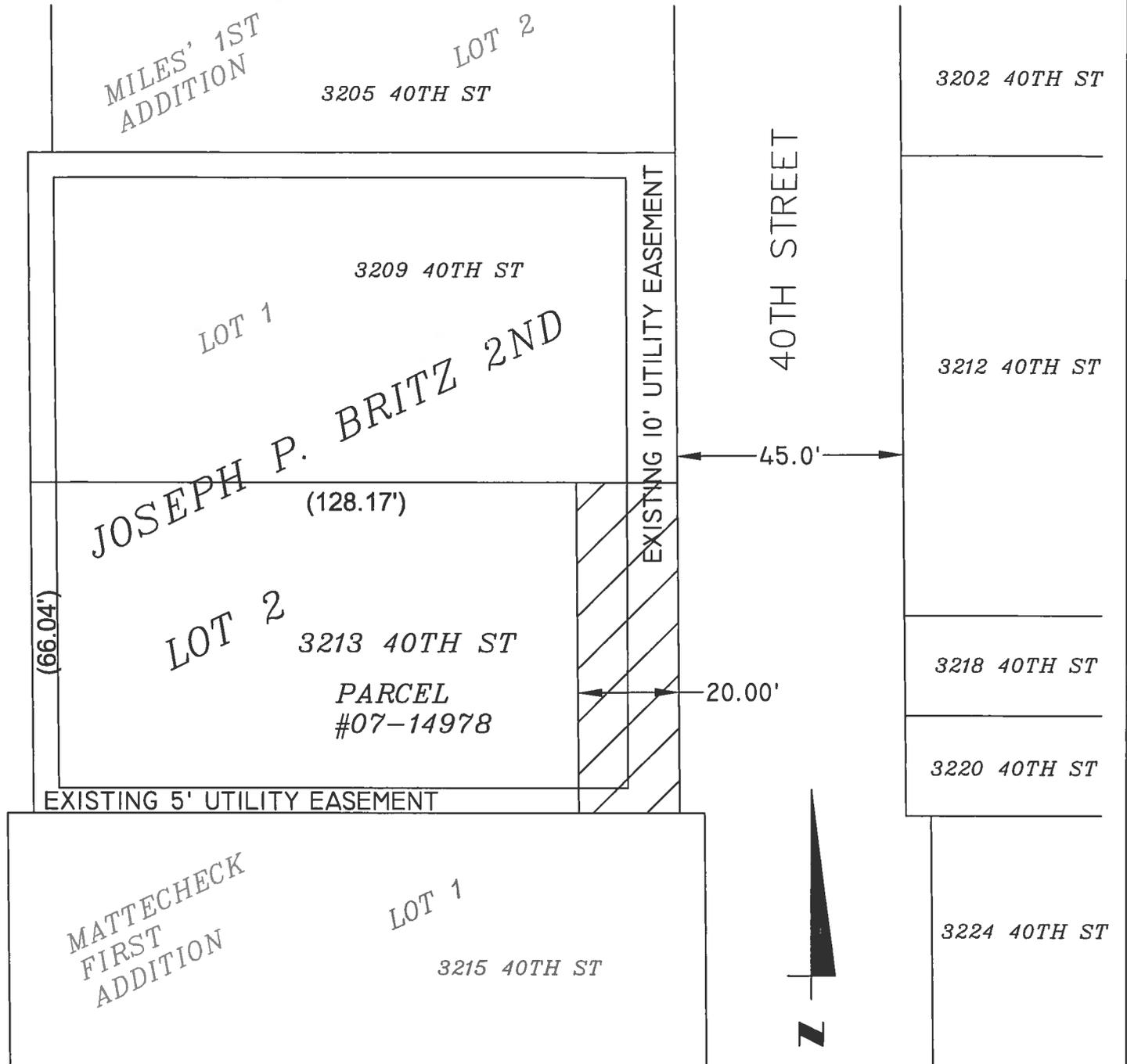
Holly Kristine Jackson
NOTARY PUBLIC



EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE EAST 20 FEET OF LOT 2 IN JOSEPH P. BRITZ SECOND ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



LEGEND

- (100.00') RECORD DIMENSION
-  - EASEMENT AREA (1321 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-12164

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

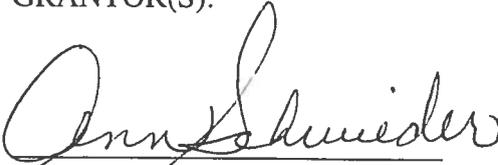
The undersigned owner:

Ann Schwieder (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3215 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 10th day of June, 2016.

GRANTOR(S):


Ann Schwieder
Ann Schwieder

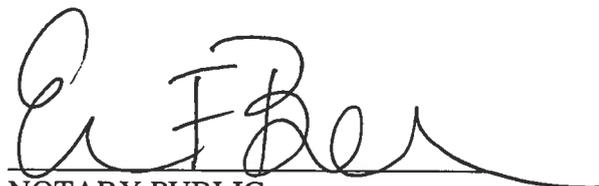
Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

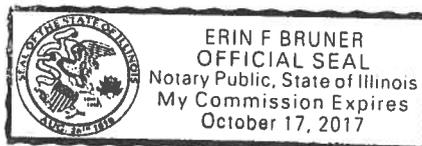
STATE OF ILLINOIS)
) SS.
COUNTY OF ROCK ISLAND)

I, Erin F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Ann Schwieder, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 10th day of June, 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 10th day of June, A.D. 2016.

(seal)


NOTARY PUBLIC



Project #1211
Parcel #07-12847

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Cynthia A. Betcher (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3218 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 8th day of June, 2016.

GRANTOR(S):


Cynthia A. Betcher

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Holly Kristine Jackson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Cynthia A. Betcher**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 8 day of June, 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 8 day of June, A.D. 2016.

(seal)

Holly Kristine Jackson
NOTARY PUBLIC



Project #1211
Parcel #07-12848

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

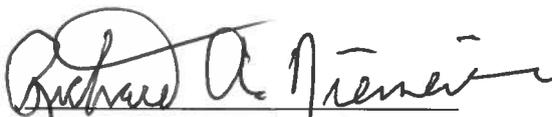
The undersigned owner:

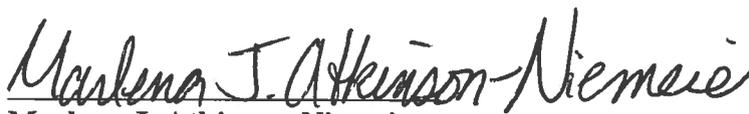
Richard A. Niemeier and Marlena J. Atkinson-Niemeier (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3220 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 11 day of June, 2016.

GRANTOR(S):


Richard A. Niemeier


Marlena J. Atkinson-Niemeier

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Heather Stickel, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Richard A. Niemeier and Marlena J. Atkinson-Niemeier**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day of June 11, 2016, 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 11 day of June 2016 A.D. 2016.

(seal)

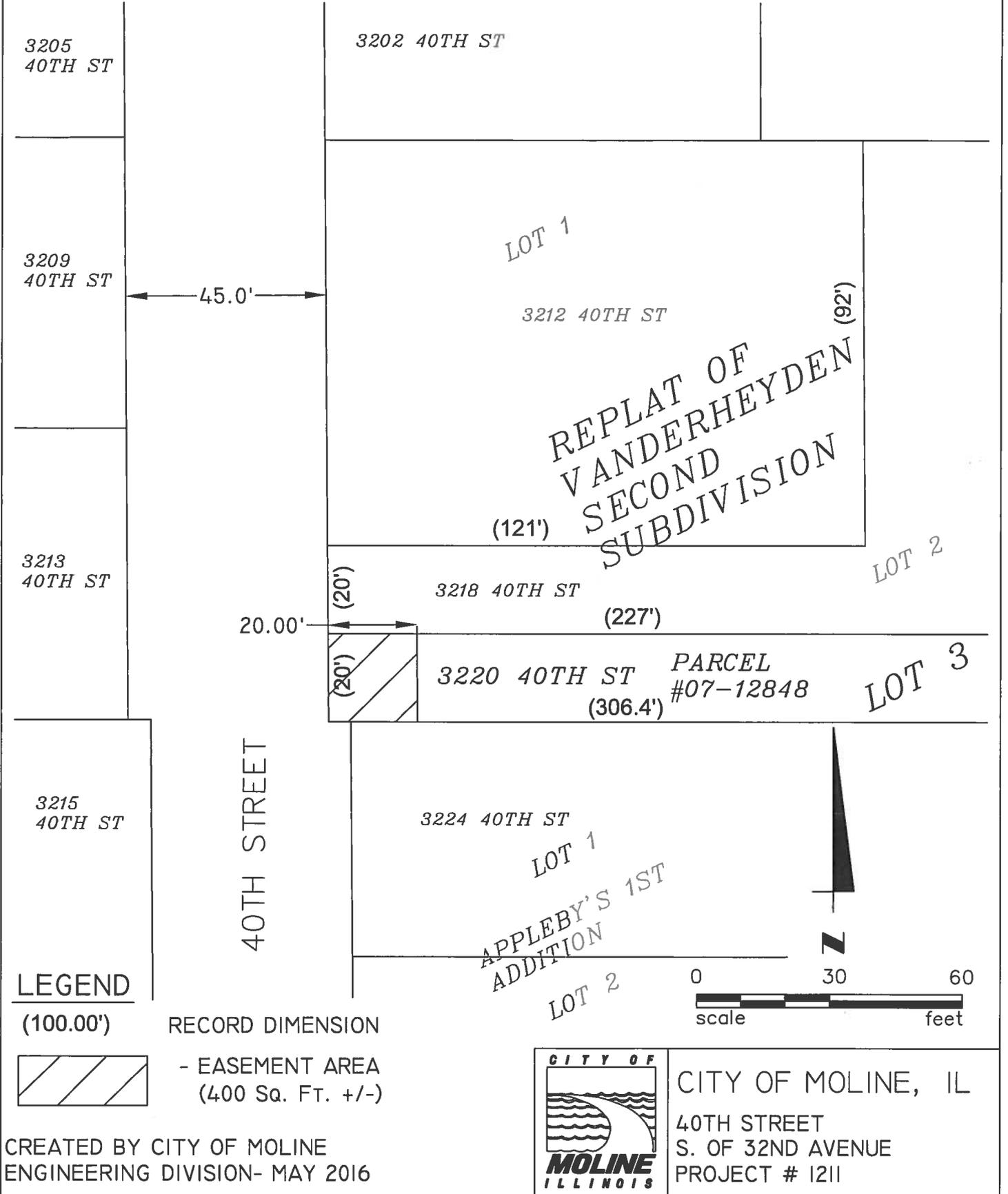



NOTARY PUBLIC

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE WEST 20 FEET OF LOT 3 IN THE REPLAT OF VANDERHEYDEN
SECOND SUBDIVISION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



H:\Engineering\ALL PROJECTS\1211 - 40th Street, S. of 32nd Avenue\Design\Survey\40th Street-ROW-easements.dwg, 5/5/2016 11:51:49 AM, 1:30

LEGEND

- (100.00') RECORD DIMENSION
-  - EASEMENT AREA (400 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-14921

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

John Maere (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3224 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 10th day of June, 2016.

GRANTOR(S):

John Maere



Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Angelica Raya, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that John Maere, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 10th day of June 2016, 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 10th day of June 2016, A.D. 2016.

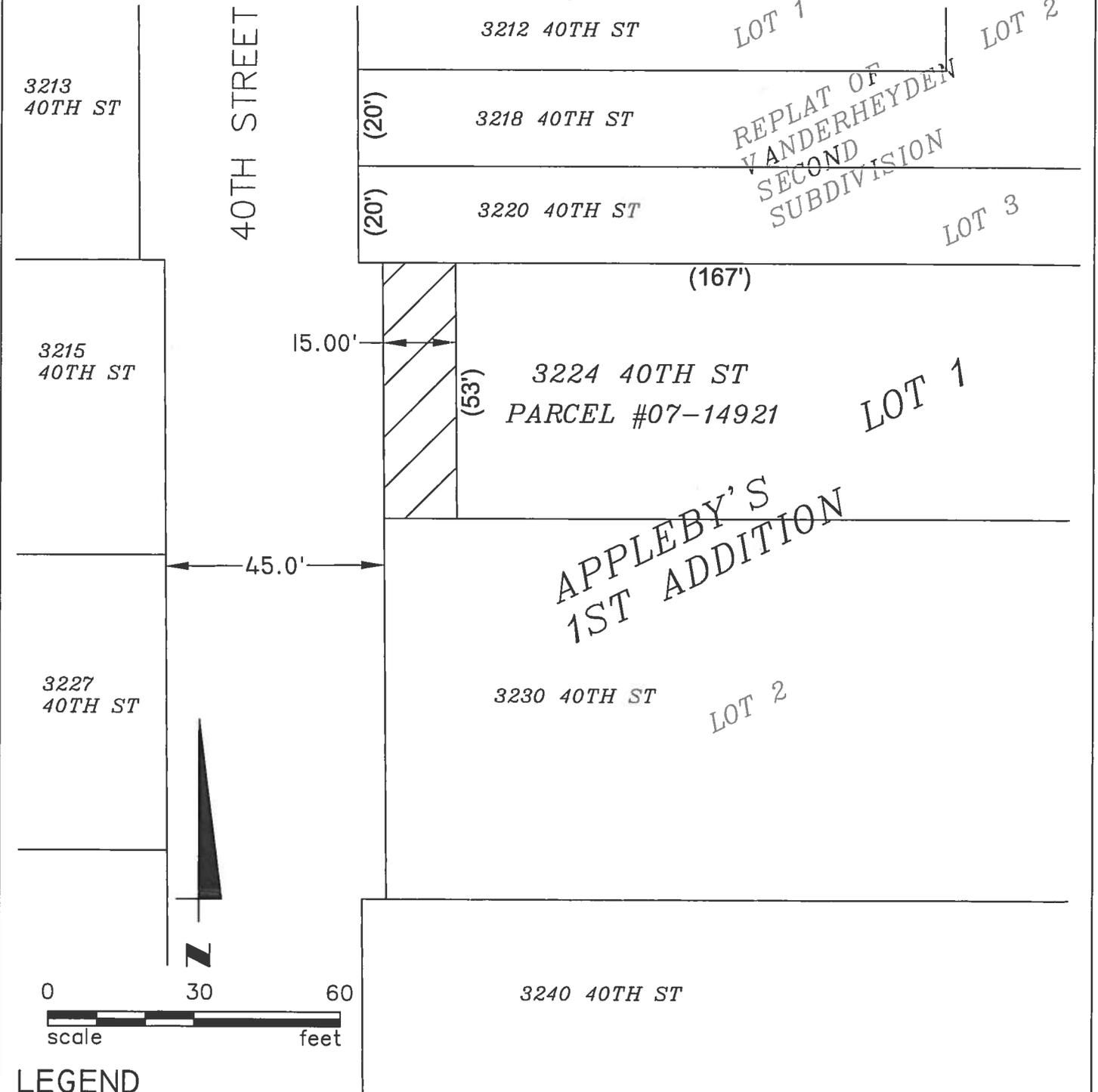


Angelica Raya
NOTARY PUBLIC

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE WEST 15 FEET OF LOT 1 IN APPLEBY'S 1ST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

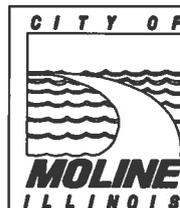


LEGEND

(100.00') RECORD DIMENSION



- EASEMENT AREA
(795 Sq. Ft. +/-)



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016

Project #1211
Parcel #07-12165

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

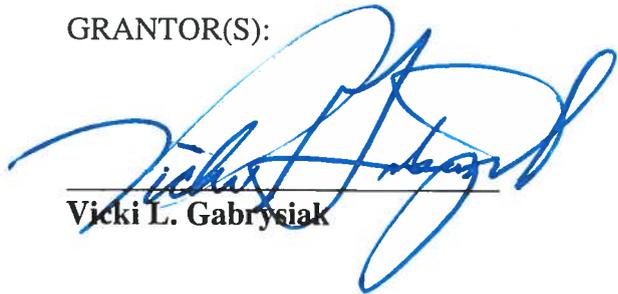
The undersigned owner:

Vicki L. Gabrysiak (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3227 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 28th day of June, 2016.

GRANTOR(S):



Vicki L. Gabrysiak

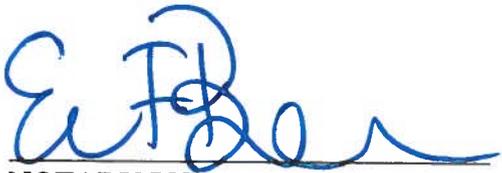
Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Erin F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Vicki L. Gabrysiak, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 28th day of June, 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 28th day of June, A.D. 2016.

(seal)


NOTARY PUBLIC

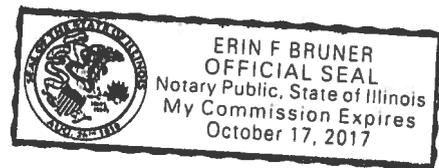
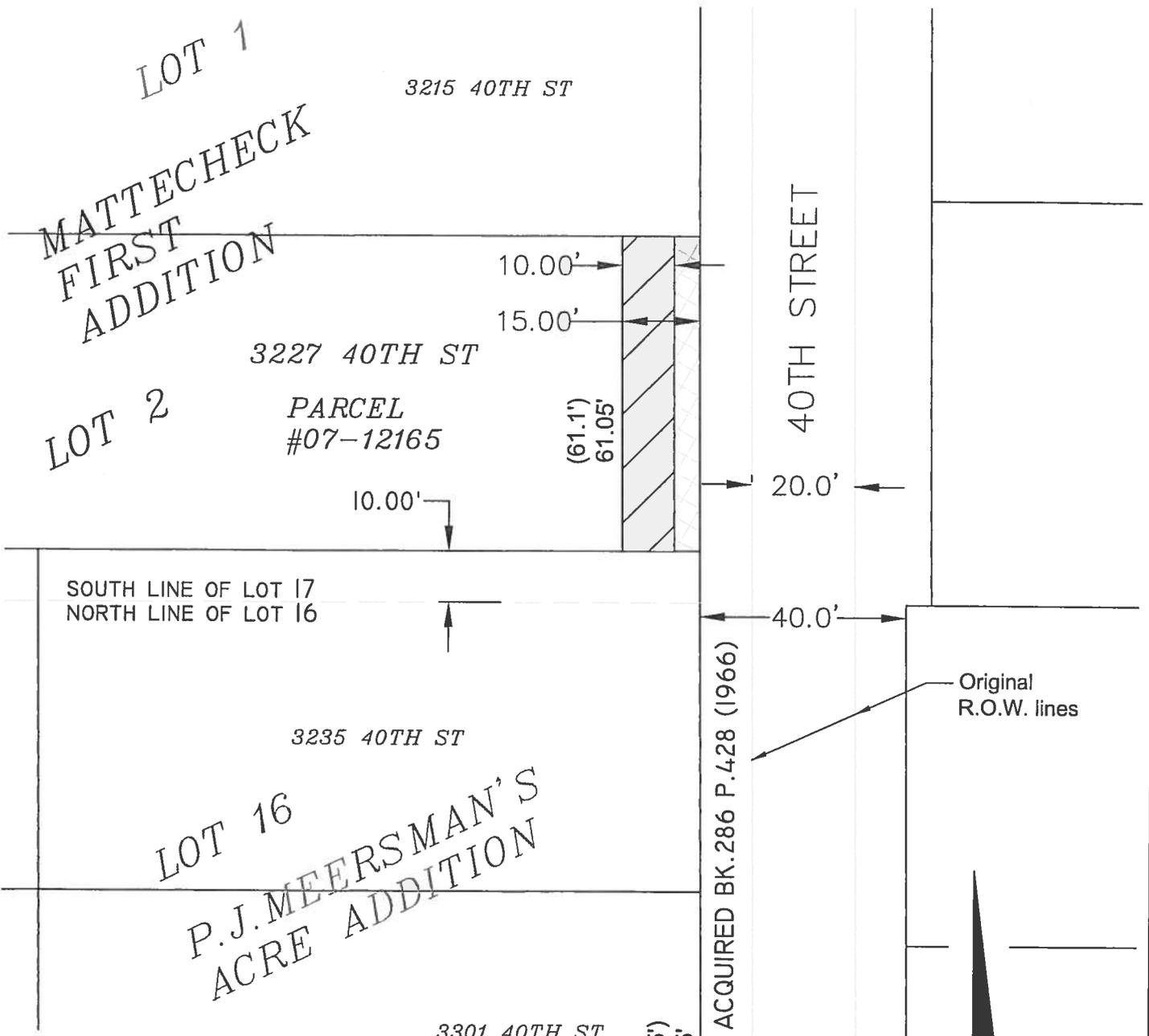


EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE WEST 10.00 FEET OF THE EAST 15.00 FEET OF LOT 2 IN MATTECHECK FIRST ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, CONTAINING 611 SQUARE FEET, MORE OR LES



LEGEND

(100.00')

RECORD DIMENSION



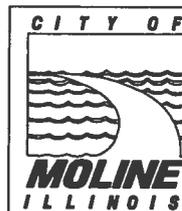
- R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (306 Sq. Ft. +/-)



- EASEMENT AREA (611 Sq. Ft. +/-)



CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-14922

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

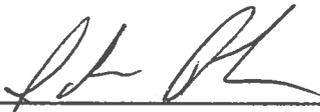
The undersigned owner:

John D. Phillips and Lisa G. Phillips (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3230 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

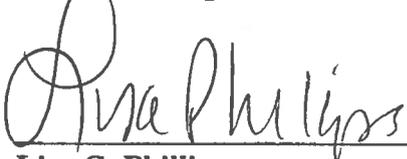
The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 1st day of July, 2016.

GRANTOR(S):



John D. Phillips



Lisa G. Phillips

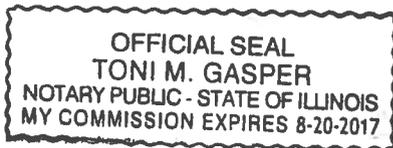
Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, TONI M. GASPER, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **John D. Phillips and Lisa G. Phillips**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 1st day of July, 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 1st day of July,
A.D. 2016.

(seal)

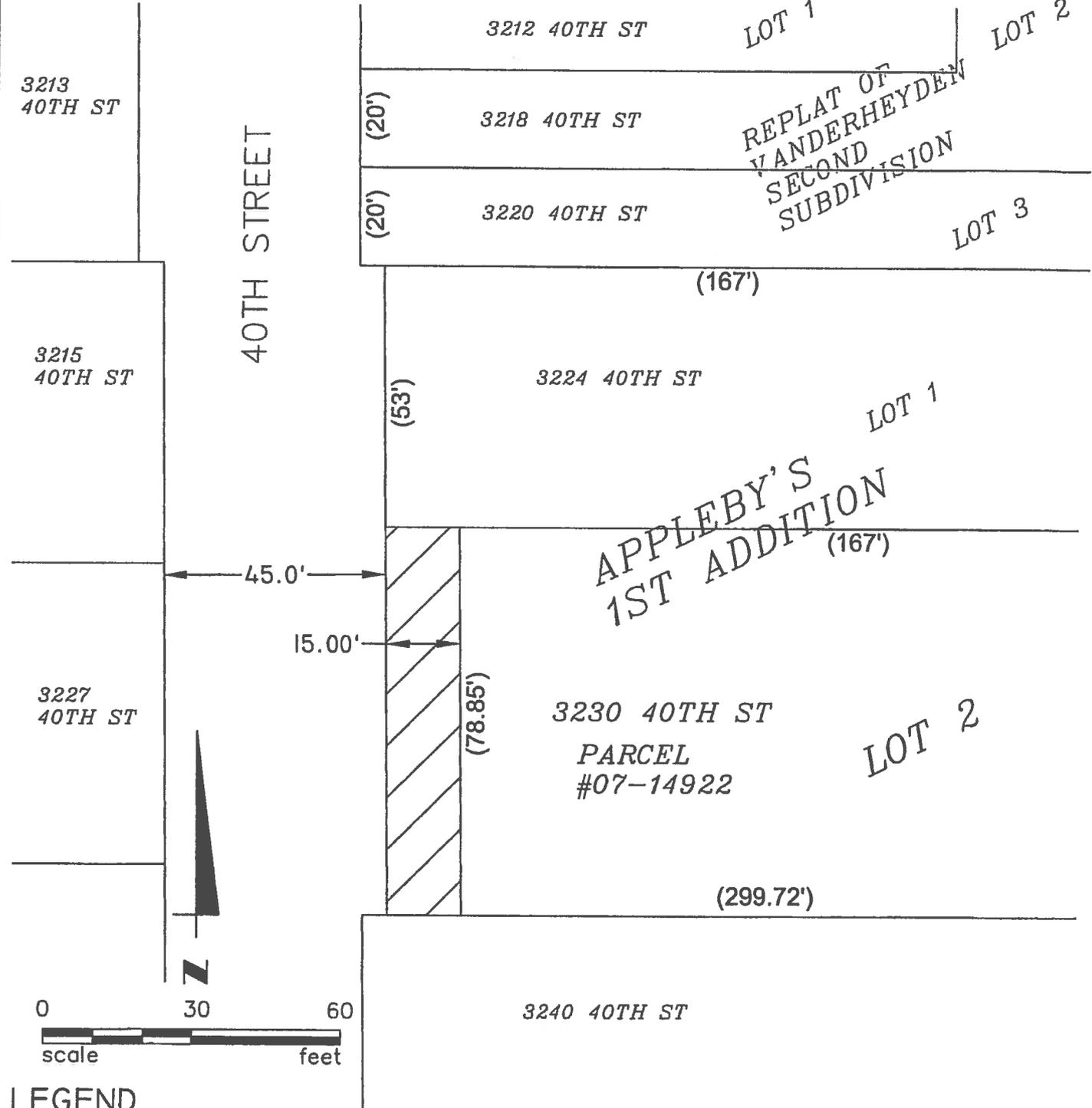


Toni M Gasper
NOTARY PUBLIC

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE WEST 15 FEET OF LOT 2 IN APPLEBY'S 1ST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



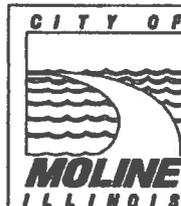
LEGEND

(100.00') RECORD DIMENSION



- EASEMENT AREA
(1183 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-2397-3

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Robert G. Ingvald and Nettie E. Ingvald (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3235 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 10th day of June, 2016.

GRANTOR(S):

Deceased, 2008
Robert G. Ingvald

Nettie E. Ingvald
Nettie E. Ingvald

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

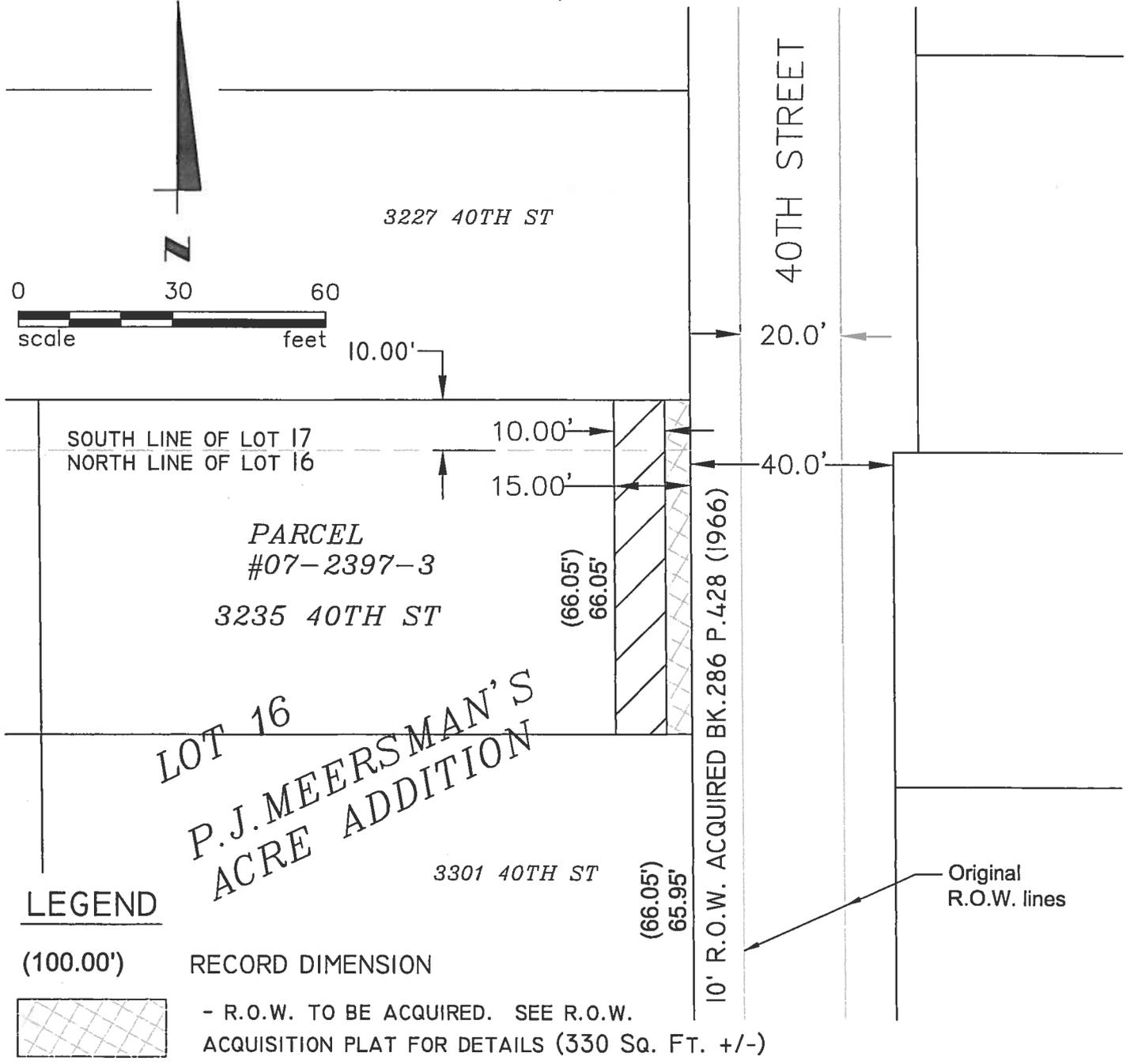
EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE WEST 10.00 FEET OF THE EAST 15.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

The South Ten (10) feet of the East One-half (E 1/2) of Lot Seventeen (17) and the North Fifty-six and Five one-hundredth (56.05) feet of the East One-half (E 1/2) of Lot Sixteen (16) in P.J.Meersman's Acre Addition to Moline, excepting therefrom the East Ten (10) feet; situated in the City of Moline, Rock Island County, Illinois.

SAID WEST 10.00 FEET CONTAINS 660 SQUARE FEET, MORE OR LESS.



LEGEND

(100.00')

RECORD DIMENSION

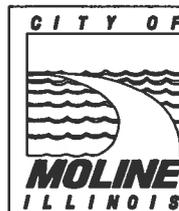


- R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (330 Sq. FT. +/-)



- EASEMENT AREA (660 Sq. FT. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-2386-C-1

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

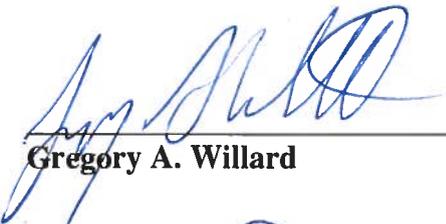
The undersigned owner:

Gregory A. Willard and Nicole L. Willard (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3240 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

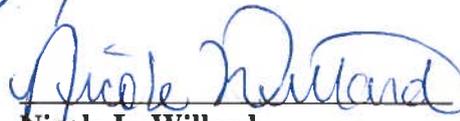
The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 30th day of May, 2016.

GRANTOR(S):



Gregory A. Willard



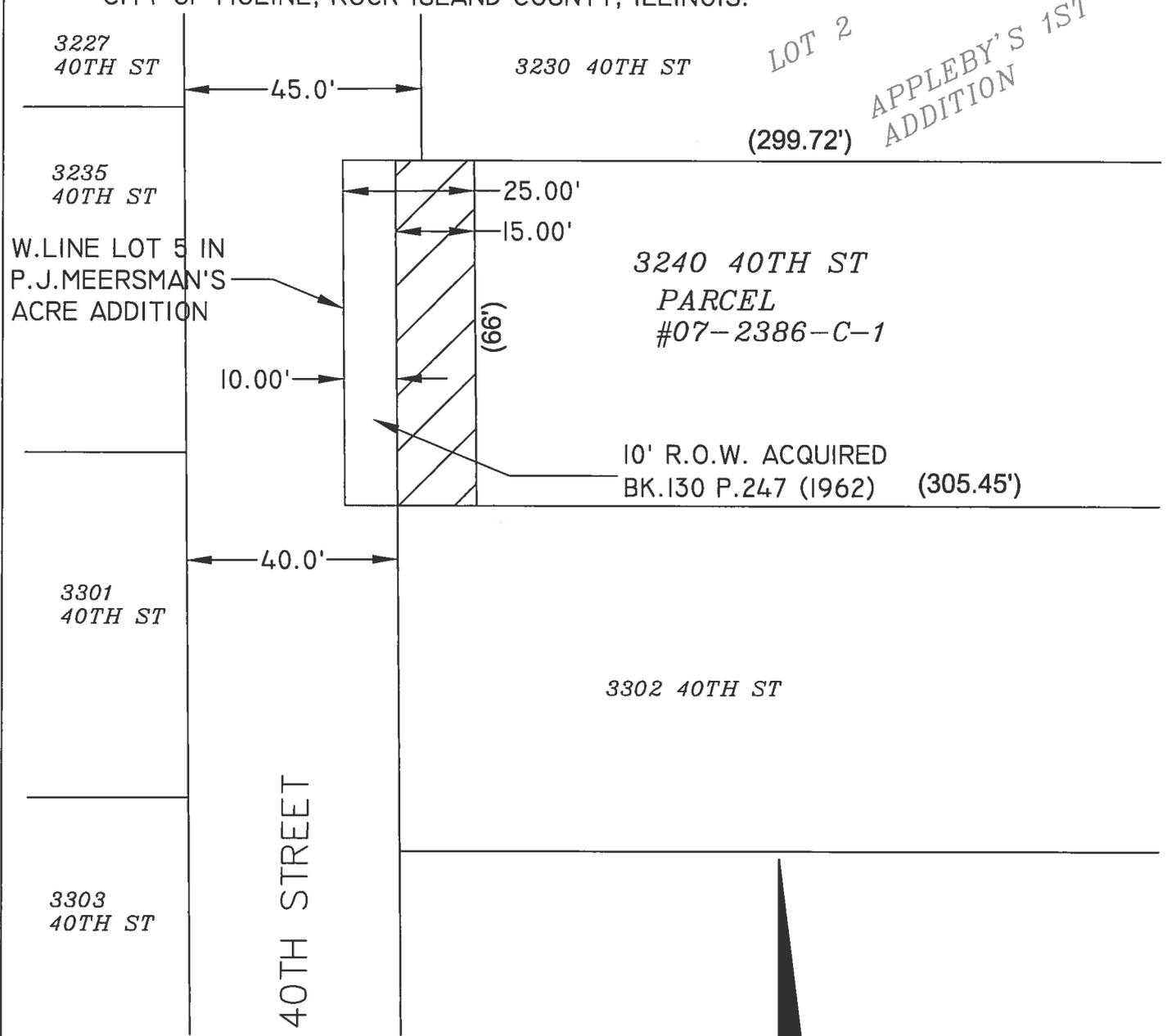
Nicole L. Willard

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE EAST 15 FEET OF THE WEST 25 FEET OF THE NORTH 66 FEET OF THE SOUTH 396 FEET OF LOT 5 IN P.J.MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

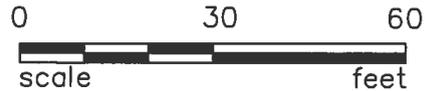


LEGEND

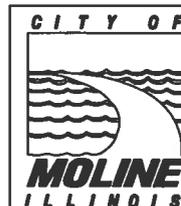
(100.00') RECORD DIMENSION



- EASEMENT AREA (990 Sq. Ft. +/-)



CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-2397-1

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Richard Darnell (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3301 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 17th day of June, 2016.

GRANTOR(S):



Richard Darnell

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Erin F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Richard Darnell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 17th day of June, 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 17th day of June, A.D. 2016.

(seal)


NOTARY PUBLIC

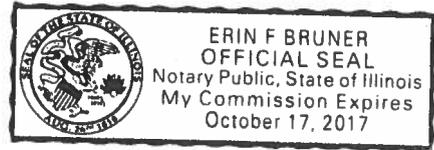


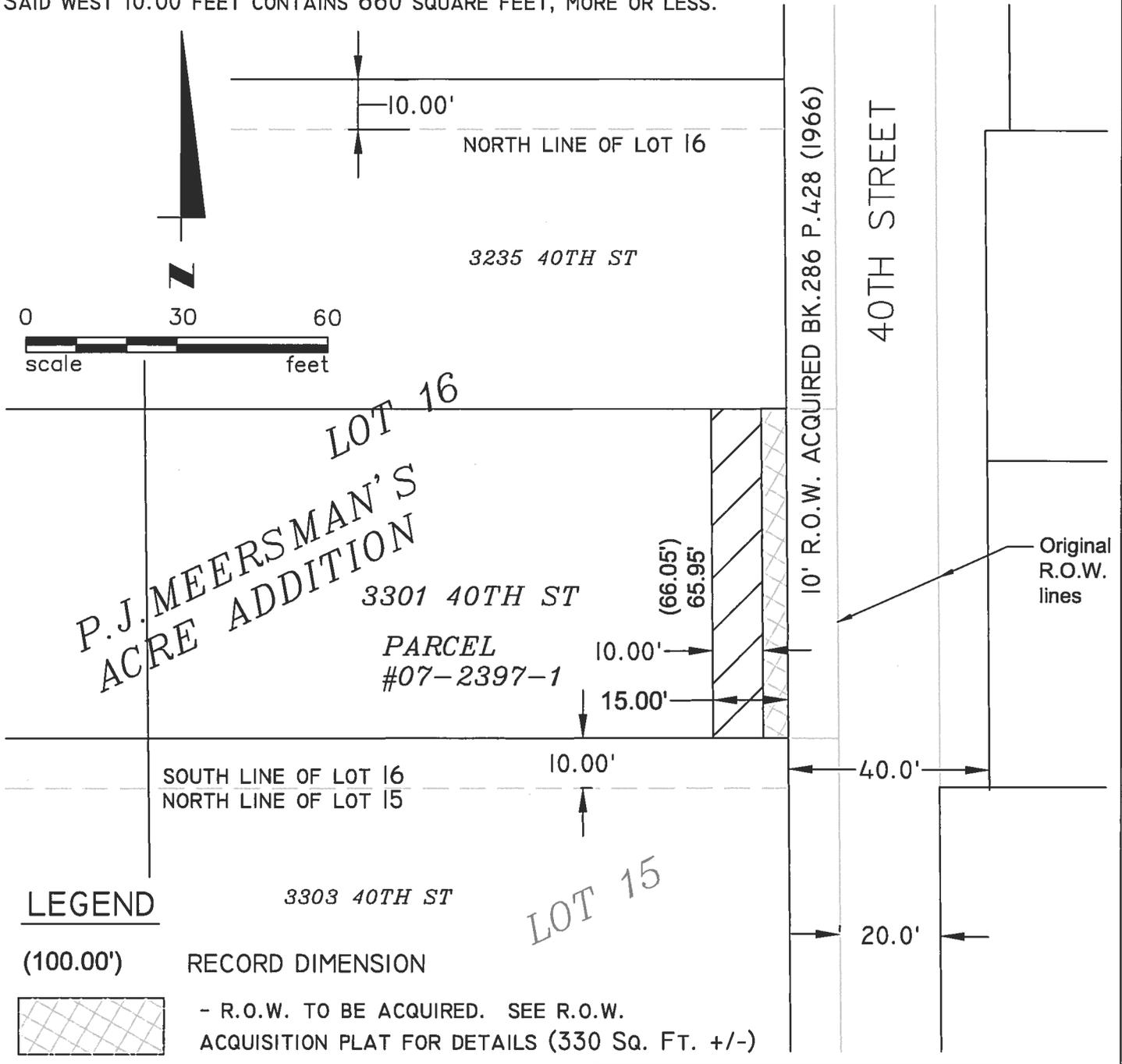
EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE WEST 10.00 FEET OF THE EAST 15.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

The East half (E1/2) of Lot Number Sixteen (16) in P.J.Meersman's Acre Addition to Moline, excepting therefrom the North Fifty-six and five hundredth (56.05) feet and excepting the South Ten (10) feet thereof; and excepting the East Ten (10) feet thereof; situated in the City of Moline, Rock Island County, Illinois.

SAID WEST 10.00 FEET CONTAINS 660 SQUARE FEET, MORE OR LESS.



LEGEND

(100.00')

RECORD DIMENSION

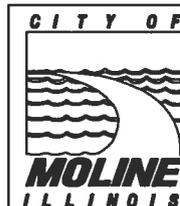


- R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (330 Sq. FT. +/-)



- EASEMENT AREA (660 Sq. FT. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-2386-C

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Reginald Allen and Bridgett Allen (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3302 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 1 day of June, 2016.

GRANTOR(S):


Reginald Allen

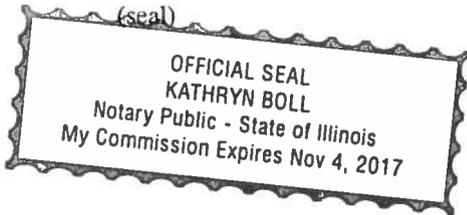

Bridgett Allen

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Kathryn Boll, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Reginald Allen and Bridgett Allen**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 1 day of June, 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 1 day of June, A.D. 2016.

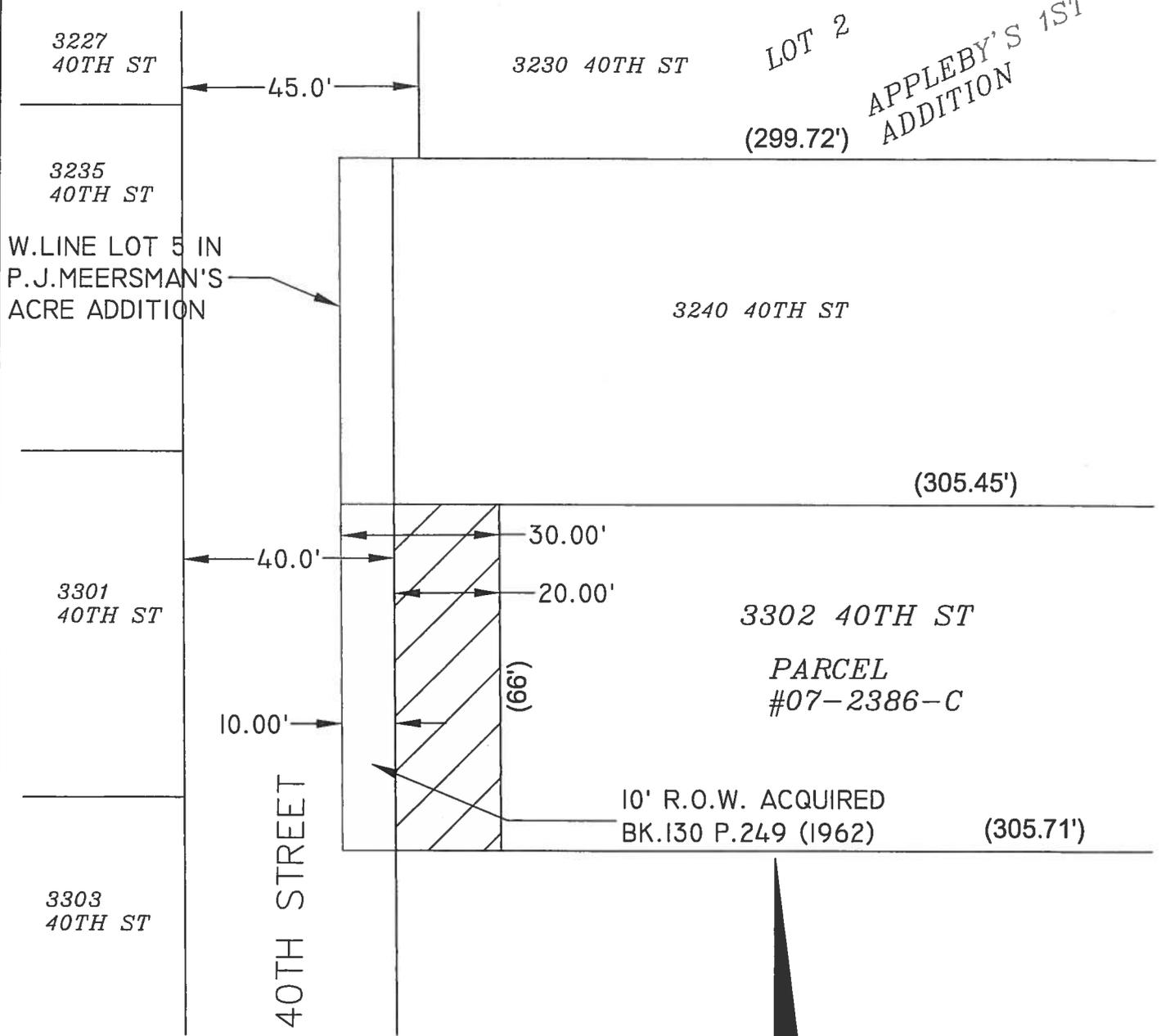


Kathryn Boll
NOTARY PUBLIC

EXHIBIT "A" SHEET 1 OF 2

TEMPORARY CONSTRUCTION EASEMENT

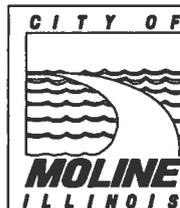
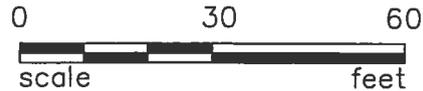
PART OF THE SOUTH 396 FEET OF LOT 5 IN P.J.MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



LEGEND

- (100.00') RECORD DIMENSION
-  - EASEMENT AREA (1320 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

TEMPORARY CONSTRUCTION EASEMENT

THE WEST 20 FEET OF A PARCEL OF LAND AS DESCRIBED IN A DEED RECORDED AS DOCUMENT #98-21634 IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS. THE DESCRIPTION FROM SAID DEED IS INCLUDED BELOW FOR REFERENCE.

Part of the South three hundred ninety-six (396) feet of Lot Five (5) in P.J. Meersman's Acre Addition to the City of Moline, Rock Island County, Illinois, being more particularly described as follows:

Commencing at the Southwest corner of the Replat of VanderHeyden Second Subdivision, said subdivision being located in part of Lot Five (5) in said P.J. Meersman's Acre Addition;

Thence, South zero degrees zero minutes zero seconds West (S 00 degrees 00 minutes 00 seconds W) along the East Right-of-Way line of 40th Street in said City of Moline, one hundred ninety-seven and forty-one one-hundredths (197.41) feet to the South line of the North sixty-six feet of the South three hundred ninety-six (396) feet of said Lot Five (5) being the Point of Beginning;

Thence, South eighty-nine degrees thirty minutes zero seconds East (S 89 degrees 30 minutes 00 seconds E) along said South line, three hundred five and forty-five one-hundredths (305.45) feet to the East line of said Lot Five (5);

Thence, South zero degrees thirteen minutes twenty seconds East (S 00 degrees 13 minutes 20 seconds E) along said East line, sixty-five and eighty-seven one-hundredths (65.87) feet;

98-21634

Thence, North eighty-nine degrees twenty-eight minutes thirteen seconds West (N 89 degrees 28 minutes 13 seconds W), three hundred five and seventy-one one-hundredths (305.71) feet to the East Right-of-Way line of 40th Street;

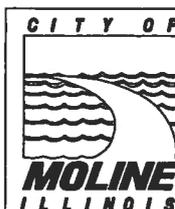
Thence, North zero degrees zero minutes zero seconds East (N 00 degrees 00 minutes 00 seconds E), along said East Right-of-Way line, sixty-five and seventy-two one-hundredths (65.72) feet to the Point of Beginning.

The above described real estate contains 0.46 acre, more or less.

For the purpose of this description the East Right-of-Way line of 40th Street has an assumed bearing of North zero degrees zero minutes zero seconds East (N 00 degrees 00 minutes 00 seconds E);

SAID WEST 20 FEET CONTAINS 1320 SQUARE FEET, MORE OR LESS.

PARCEL
#07-2386-C



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

TEMPORARY PURPOSES ONLY

ROCK ISLAND COUNTY

Project #1211
Parcel #07-2396-A

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Arthur R. Leemans (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3303 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 2nd day of June, 2016.

GRANTOR(S):


Arthur R. Leemans

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

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

I, ERIN F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Arthur R. Leemans, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 2nd day of June, 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 2nd day of June, A.D. 2016.

(seal)


NOTARY PUBLIC

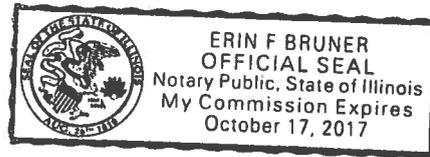


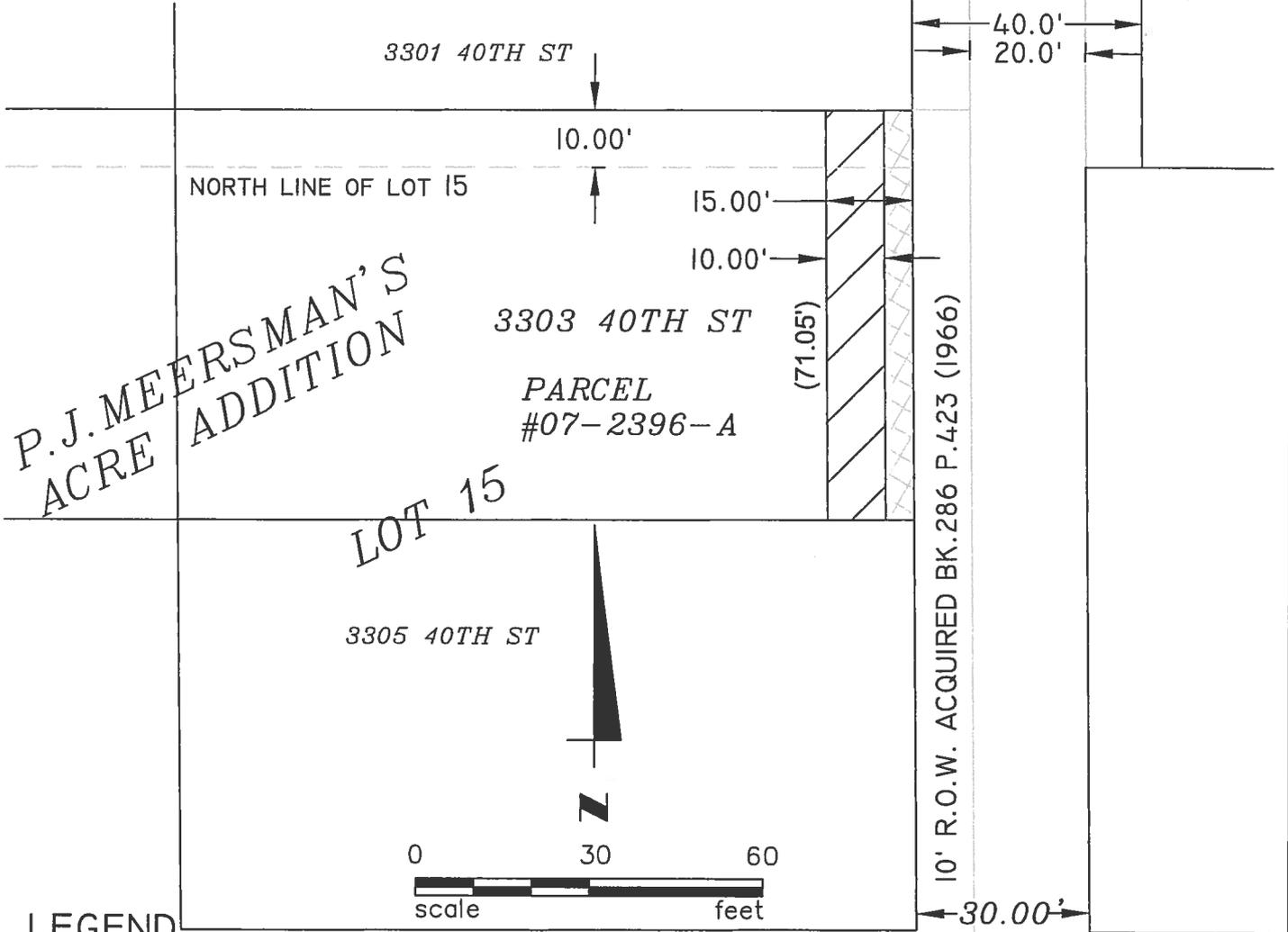
EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE WEST 10.00 FEET OF THE EAST 15.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

The East Half of Lot Number Fifteen (15) and the East Half of the South Ten (10) feet of Lot Number Sixteen (16) in P.J.Meersman's Acre Addition to Moline; excepting the Easterly Ten (10) feet thereof; ALSO excepting the Southerly Seventy-One and Five One-Hundredths (71.05) feet of the East Half of Lot Number Fifteen (15) of P.J.Meersman's Acre Addition to Moline; situated in Rock Island County, Illinois.

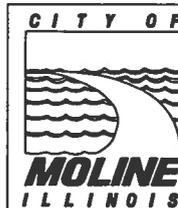
SAID WEST 10.00 FEET CONTAINS 710 SQUARE FEET, MORE OR LESS.



LEGEND

- (100.00') RECORD DIMENSION
-  - R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (355 Sq. Ft. +/-)
-  - EASEMENT AREA (710 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-2396-C

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

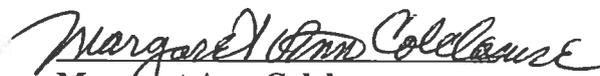
The undersigned owner:

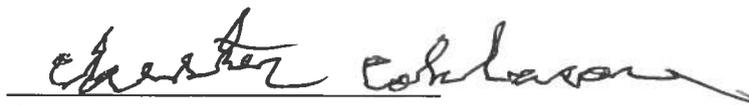
Margaret Ann Colclasure and Chester Colclasure (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3305 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 10th day of June, 2016.

GRANTOR(S):


Margaret Ann Colclasure

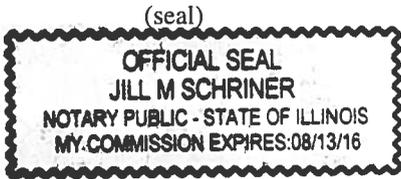

Chester Colclasure

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

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

I, Jill M Schrinier, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Margaret Ann Colclasure and Chester Colclasure, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 10 day of June, 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 10 day of June, A.D. 2016.



Jill M Schrinier
NOTARY PUBLIC

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND, 10.00 FEET IN WIDTH, WESTERLY OF AND IMMEDIATELY ADJACENT TO THE FOLLOWING DESCRIBED TRACT WHICH IS TO BE ACQUIRED FOR RIGHT-OF-WAY:

THE WEST 5.00 FEET OF THE EAST 15.00 FEET OF THE SOUTH 71.05 FEET OF THE EAST HALF OF LOT 15 IN P.J. MEERSMAN'S ACRE ADDITION TO MOLINE, ROCK ISLAND COUNTY, ILLINOIS, CONTAINING 355 SQUARE FEET, MORE OR LESS.

P.J. MEERSMAN'S
ACRE ADDITION

3303 40TH ST

S89° 54' 45"W

5.00'

3305 40TH ST

PARCEL

#07-2396-C

S0° 26' 07"E

71.05'

40TH STREET

10' R.O.W. ACQUIRED BK.286 P.423 (1966)

S0° 26' 07"E

71.05'

30.0'

20.0'

Original
R.O.W.
lines

3309 40TH ST

N89° 54' 45"E

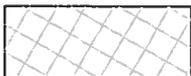
5.00'



LEGEND

(100.00')

RECORD DIMENSION

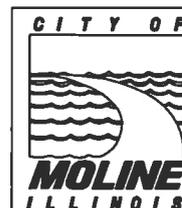


- R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (355 Sq. FT. +/-)



- EASEMENT AREA (711 Sq. FT. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-13211

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

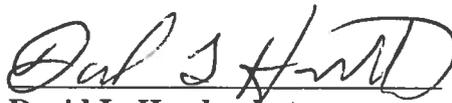
The undersigned owner:

David L. Hendershot and Barbara A. Thornhill-Hendershot (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3309 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 13 day of June, 2016.

GRANTOR(S):


David L. Hendershot


Barbara A. Thornhill-Hendershot

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

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

I, Holly Kristine Jackson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **David L. Hendershot and Barbara A. Thornhill-Hendershot**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 13 day of June, 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 8 day of June,
A.D. 2016.

(seal)



Holly Kristine Jackson
NOTARY PUBLIC

Project #1211
Parcel #07-2386-D-2

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Timothy G. Johnson and Laurie A. Johnson (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3310 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

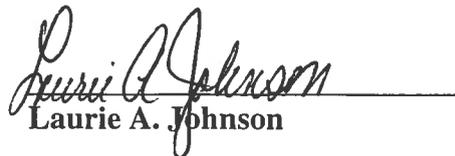
The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 10th day of June, 2016.

GRANTOR(S):



Timothy G. Johnson



Laurie A. Johnson

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

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

I, Sharon Harris, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Timothy G. Johnson and Laurie A. Johnson**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 10th day of June, 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 10th day of June,
A.D. 2016.

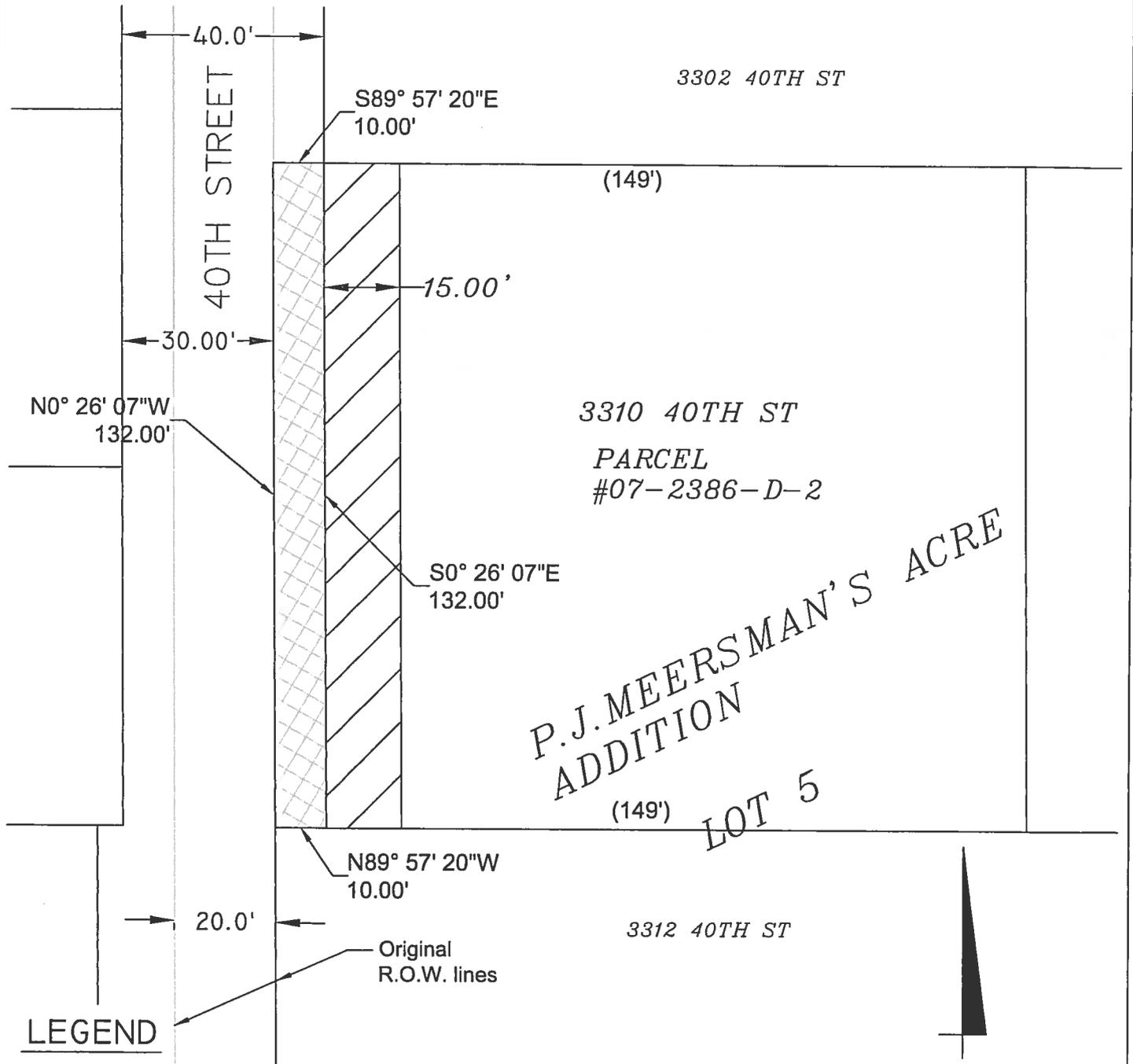


Sharon Harris
NOTARY PUBLIC

EXHIBIT "A" SHEET 1 OF 2

TEMPORARY CONSTRUCTION EASEMENT

PART OF THE SOUTH 264 FEET OF LOT 5 IN P.J.MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



LEGEND

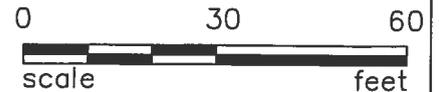
(100.00') RECORD DIMENSION



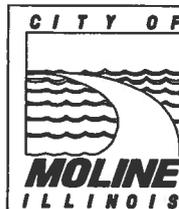
- R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (1320 Sq. FT. +/-)



- EASEMENT AREA (1980Sq. FT. +/-)



CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

EXHIBIT "A" SHEET 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT

THE EAST 15.00 FEET OF THE WEST 25.00 FEET OF A PARCEL OF LAND AS DESCRIBED IN A DEED RECORDED AS DOCUMENT #2009-076644 IN THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS. THE DESCRIPTION FROM SAID DEED IS INCLUDED BELOW FOR REFERENCE.

The following two (2) tracts located in P.J. Meersman's Acre Addition to Moline, situated in South Moline Township, in the City of Moline, Rock Island County, Illinois:

TRACT 1: The West 149 feet of the North 72 feet of the South 264 feet of Lot No. 5, subject to the easement of the drainage tile now running through said property to be used for surface water drainage purposes only, and subject to a right of way over the North 12 feet thereof for highway purposes, and subject to a sanitary sewer easement to the City of Moline under the North 10 feet thereof.

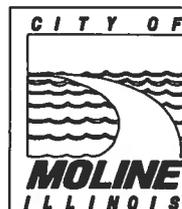
TRACT 2: The West 149 feet of the North 60 feet of the South 192 feet of Lot No. 5.

Guarantee:

More commonly known as 3310 40th Street, Moline, Illinois

SAID EAST 15.00 FEET CONTAINS 1980 SQUARE FEET, MORE OR LESS.

3310 40TH ST
PARCEL
#07-2386-D-2



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-2386-E-1

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Ronald A. Cross and Cynthia L. Cross (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3312 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 20 day of June, 2016.

GRANTOR(S):

Ronald A. Cross
Ronald A. Cross

Cynthia L. Cross
Cynthia L. Cross

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

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

I, Holly Kristine Jackson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Ronald A. Cross and Cynthia L. Cross**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 20 day of June, 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 20 day of June, A.D. 2016.

(seal)

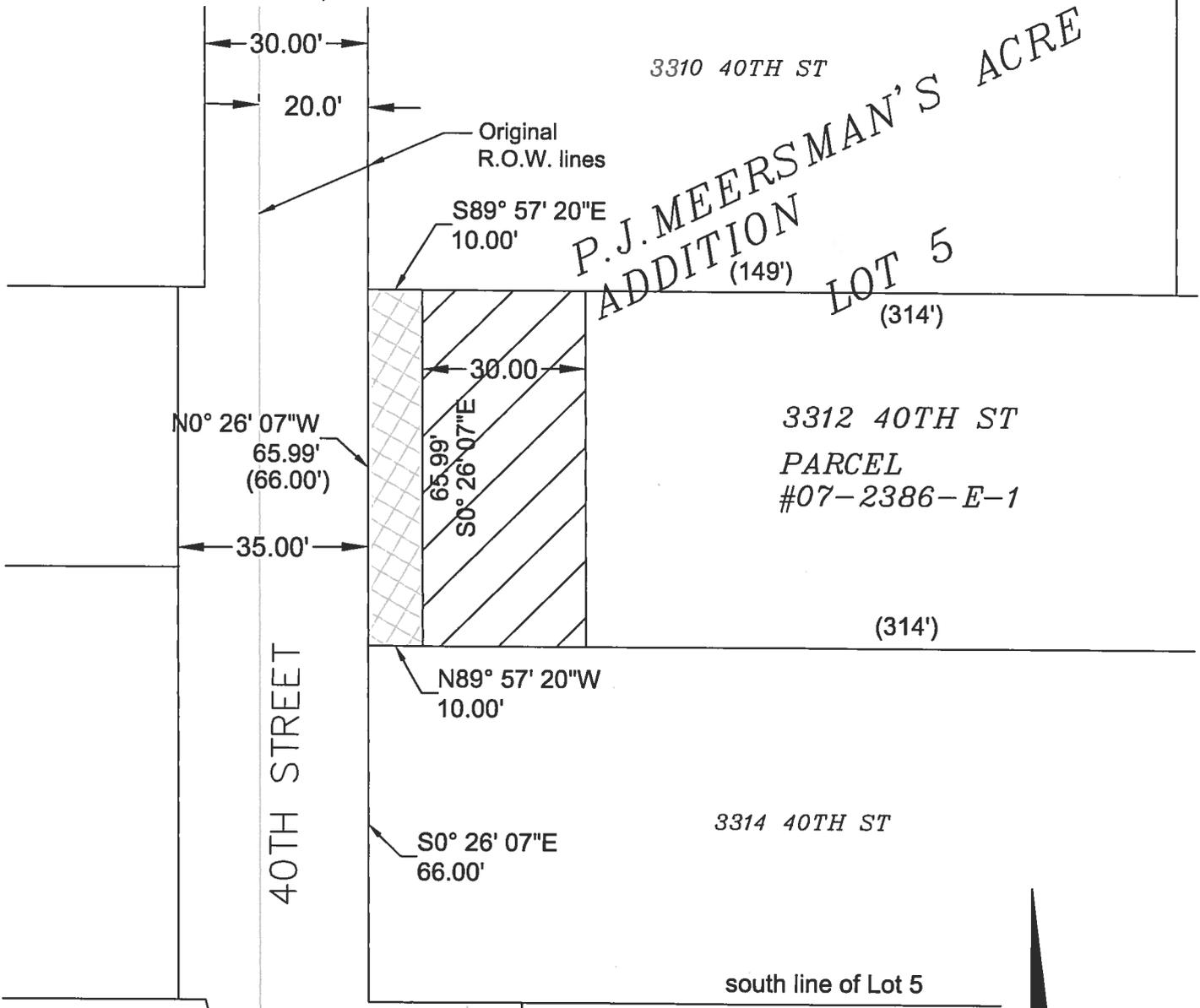
Holly Kristine Jackson
NOTARY PUBLIC



EXHIBIT "A" SHEET 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

THE EAST 30.00 FEET OF THE WEST 40.00 FEET OF THE NORTH 66 FEET OF THE SOUTH 132 FEET OF LOT 5 IN P.J.MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

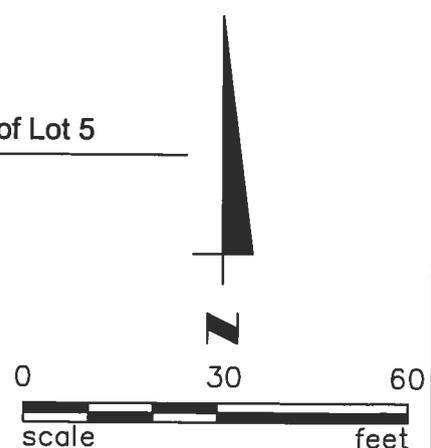


LEGEND

(100.00') RECORD DIMENSION

 - R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (660 Sq. Ft. +/-)

 - EASEMENT AREA (1980 Sq. Ft. +/-)



CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-13214

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Abe Latting, Jr. and Bonnie L. Latting as Trustees of the Abe Latting, Jr. and Bonnie L. Latting Revocable Living Trust, dated May 27, 2014(hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3313 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 7th day of June, 2016.

GRANTOR(S):



Abe Latting, Jr. as Trustee of the Abe Latting, Jr. and Bonnie L. Latting Revocable Living Trust, dated May 27, 2014



Bonnie L. Latting as Trustee of the Abe Latting, Jr. and Bonnie L. Latting Revocable Living Trust, dated May 27, 2014

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Erin F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Abe Latting, Jr. and Bonnie L. Latting** known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 7th day of June, 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 7th day of June,
A.D. 2016.

(seal)



NOTARY PUBLIC

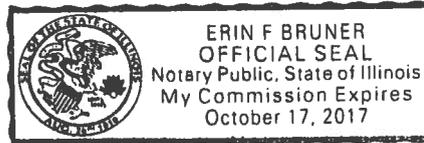
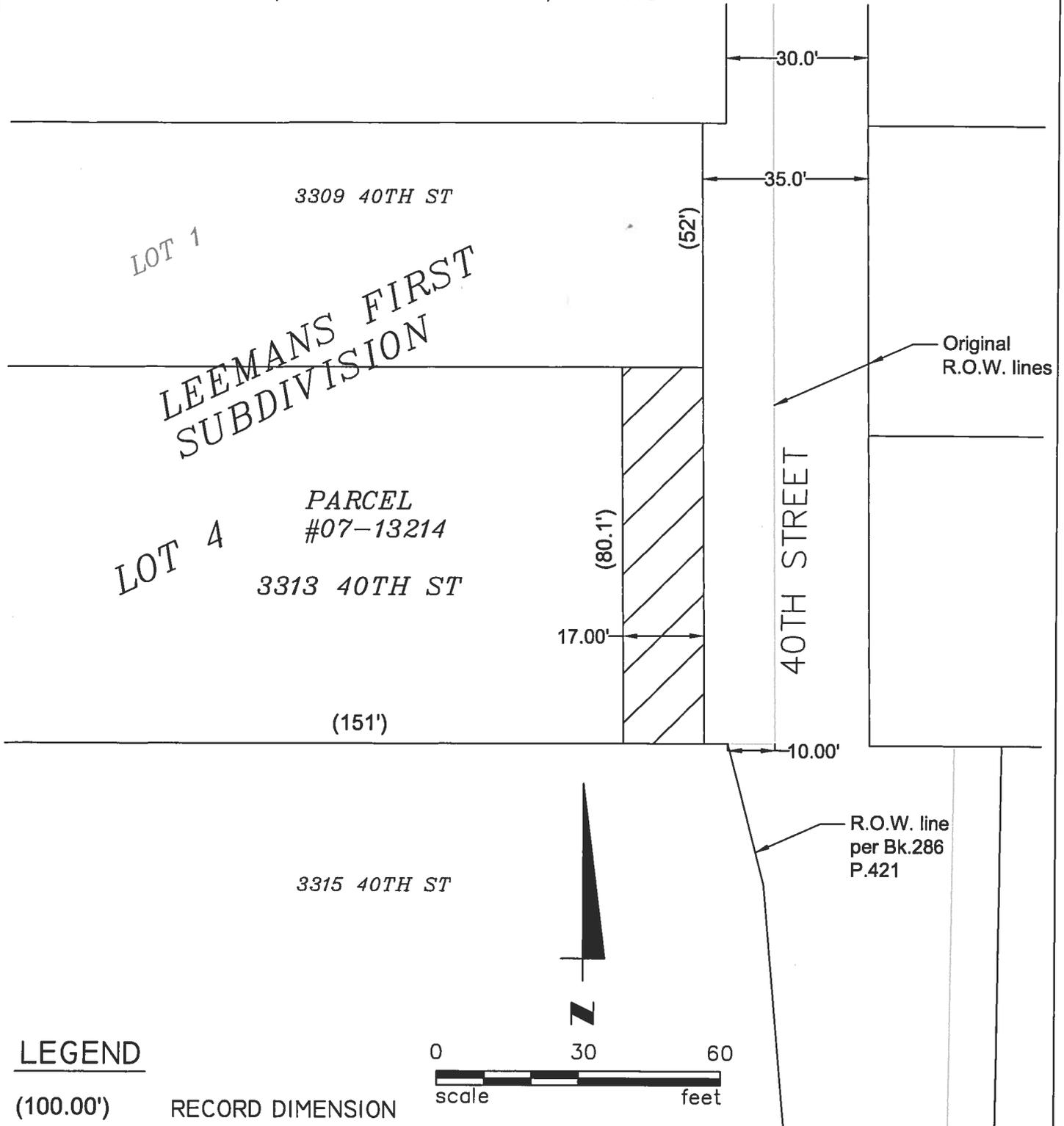


EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

THE EAST 17 FEET OF LOT 4 IN LEEMANS FIRST SUBDIVISION,
CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

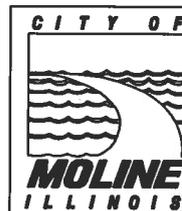


LEGEND

(100.00') RECORD DIMENSION

 - EASEMENT AREA
(1362 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-2386-E

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

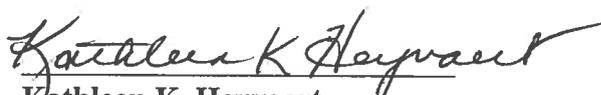
The undersigned owner:

Kathleen K. Heyvaert (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3314 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 1st day of JUNE, 2016.

GRANTOR(S):


Kathleen K. Heyvaert

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Erin F. Bruner, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Kathleen K. Heyvaert, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 1st day of June, 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 1st day of June, A.D. 2016.

(seal)


NOTARY PUBLIC

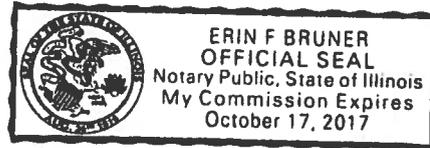
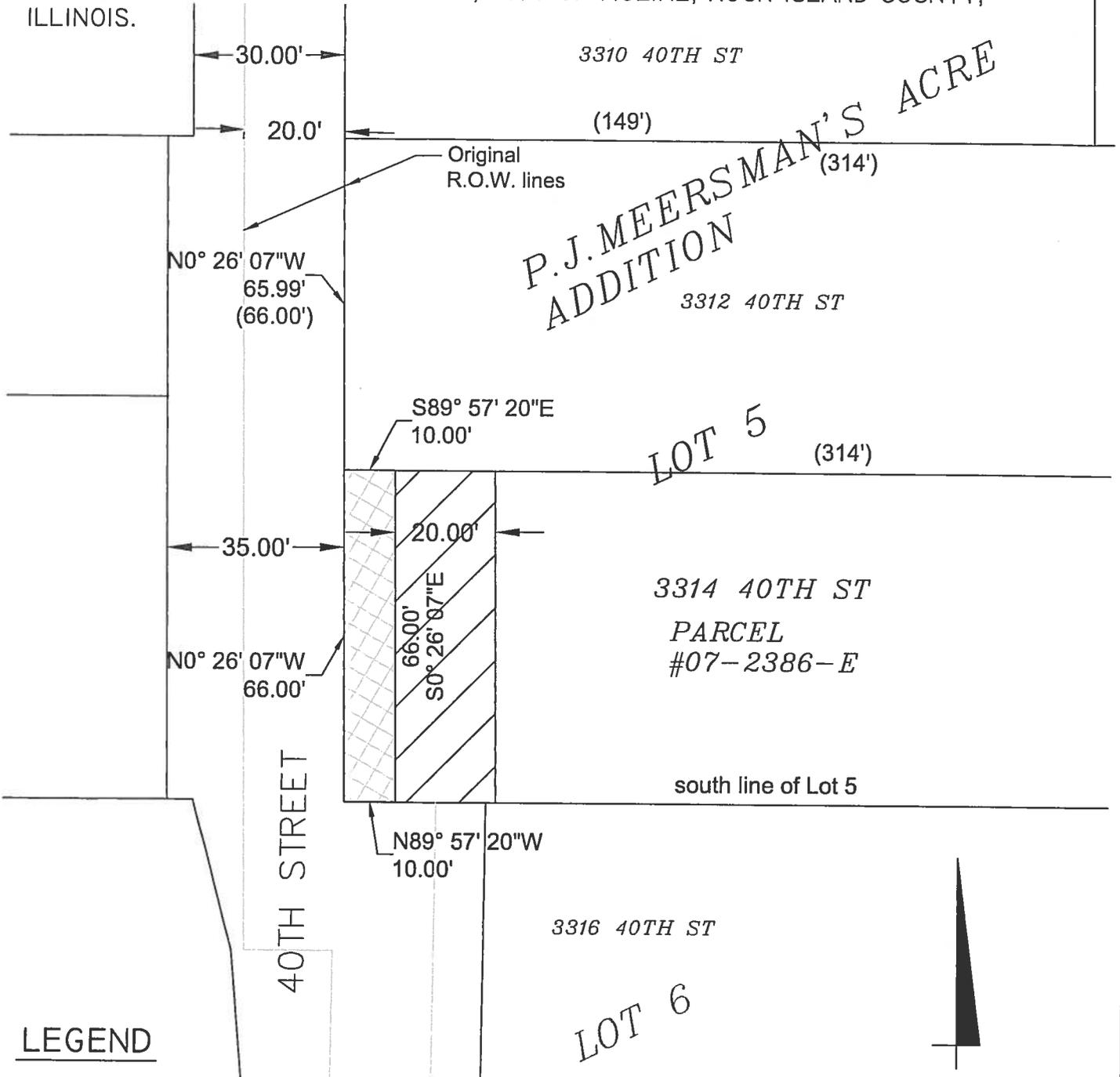


EXHIBIT "A" SHEET 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

THE EAST 20.00 FEET OF THE WEST 30.00 FEET OF THE SOUTH 66 FEET OF LOT 5 IN P.J.MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



LEGEND

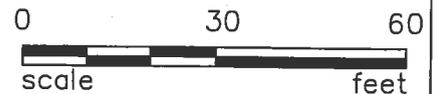
(100.00') RECORD DIMENSION



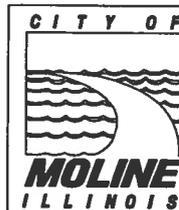
- R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (660 Sq. Ft. +/-)



- EASEMENT AREA (1320 Sq. Ft. +/-)



CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-14720

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Todd Reed and Tarrah A. Reed (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3315 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

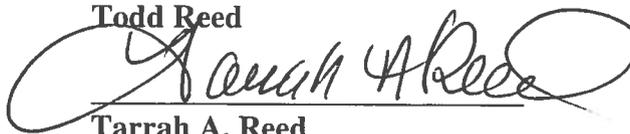
The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 29 day of May, 2016.

GRANTOR(S):



Todd Reed



Tarrah A. Reed

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

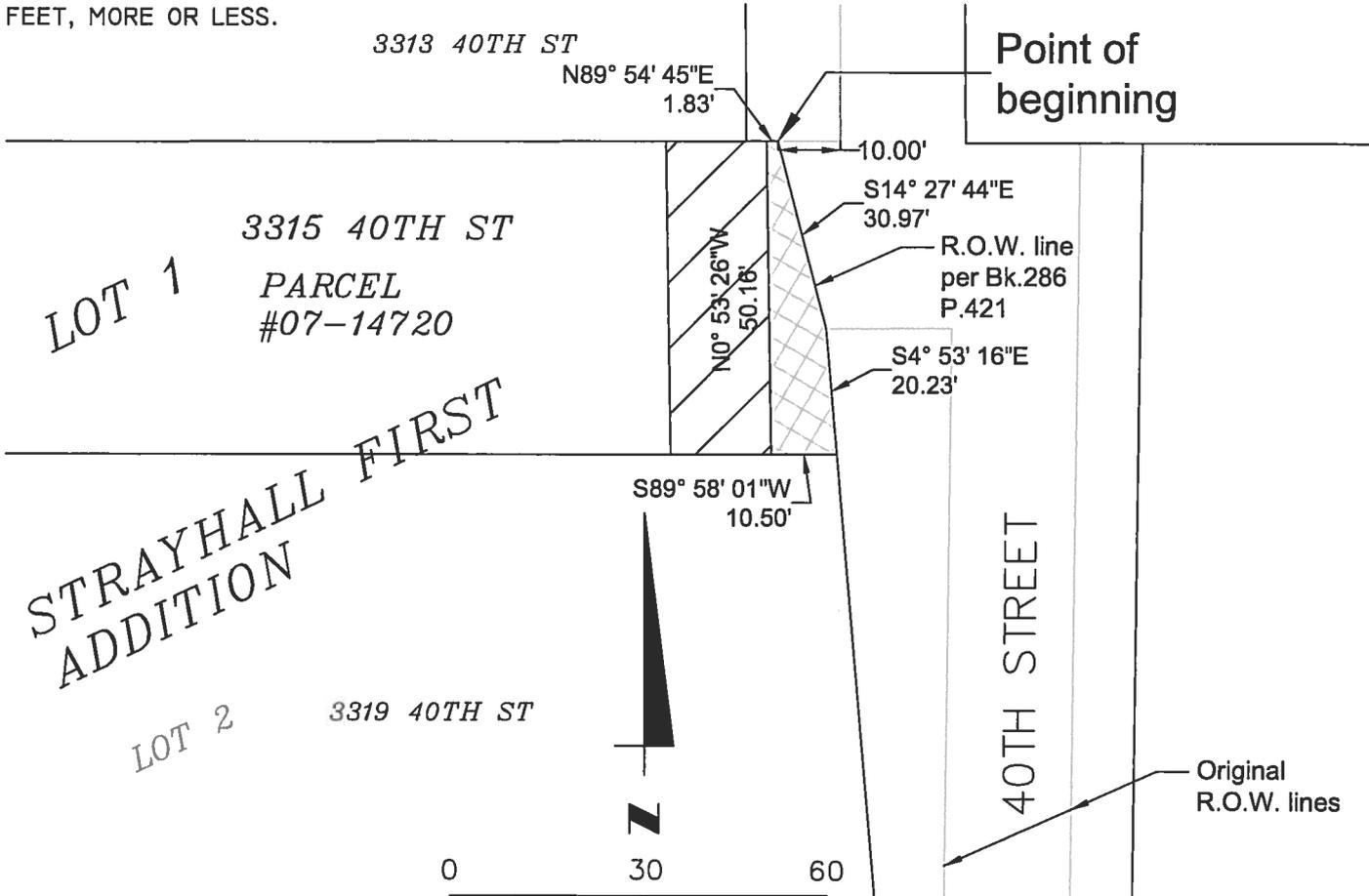
EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 1 IN STRAYHALL FIRST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 16.00 FEET IN WIDTH, WESTERLY OF AND IMMEDIATELY ADJACENT TO THE FOLLOWING DESCRIBED TRACT WHICH IS TO BE ACQUIRED FOR RIGHT-OF-WAY:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 AT THE WEST RIGHT-OF-WAY LINE OF 40TH STREET AS DESCRIBED IN A DEED RECORDED IN RECORD BOOK 286 PAGE 421 AT THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, THENCE SOUTH 14 DEGREES 27 MINUTES 44 SECONDS EAST, 30.97 FEET ON SAID RIGHT-OF-WAY LINE; THENCE SOUTH 4 DEGREES 53 MINUTES 16 SECONDS EAST, 20.23 FEET ON SAID RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 01 SECONDS WEST, 10.50 FEET ON SAID SOUTH LINE; THENCE NORTH 00 DEGREES 53 MINUTES 26 SECONDS WEST, 50.16 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS EAST, 1.83 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 361 SQUARE FEET, MORE OR LESS.

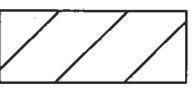


LEGEND

(100.00') RECORD DIMENSION



- R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (361 Sq. Ft. +/-)



- EASEMENT AREA (802 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-14721

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Arlin L. Hicks (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3319 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 6 day of JUNE, 2016.

GRANTOR(S):

Arlin L. Hicks
Arlin L. Hicks

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

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

I, Ellen M Larson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Arlin L. Hicks, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 16th day of June, 2016, 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 16th day of June, 2016 A.D. 2016.

(seal)

Ellen M. Larson
NOTARY PUBLIC

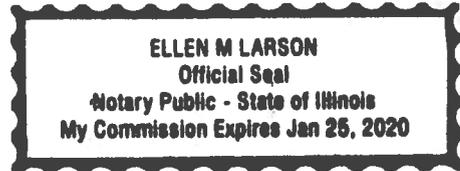


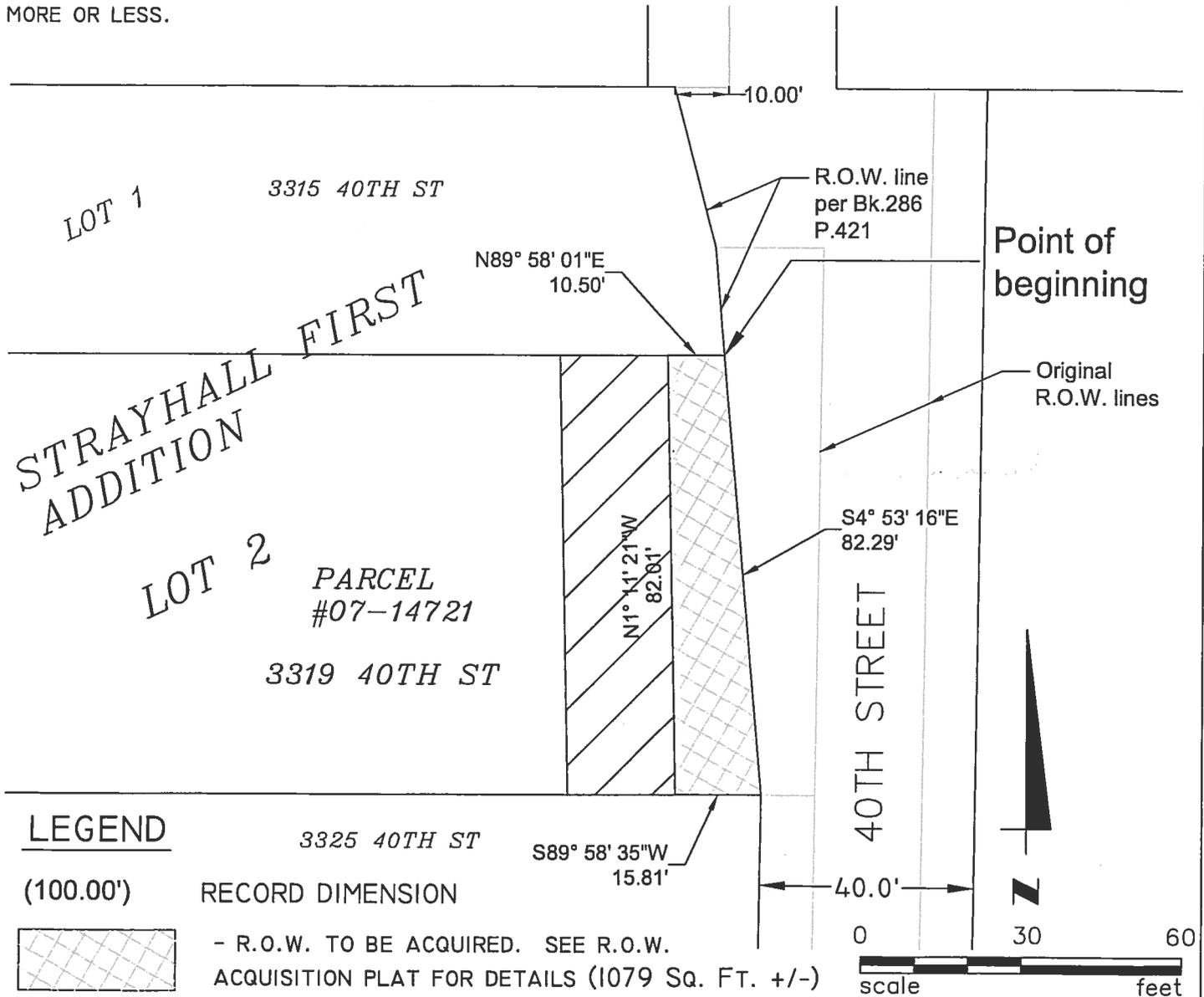
EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 2 IN STRAYHALL FIRST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 20.00 FEET IN WIDTH, WESTERLY OF AND IMMEDIATELY ADJACENT TO THE FOLLOWING DESCRIBED TRACT WHICH IS TO BE ACQUIRED FOR RIGHT-OF-WAY:

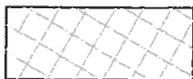
BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2 AT THE WEST RIGHT-OF-WAY LINE OF 40TH STREET AS DESCRIBED IN A DEED RECORDED IN RECORD BOOK 286 PAGE 421 AT THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, THENCE SOUTH 4 DEGREES 53 MINUTES 16 SECONDS EAST, 82.29 FEET ON SAID RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, 15.81 FEET ON SAID SOUTH LINE; THENCE NORTH 01 DEGREES 11 MINUTES 21 SECONDS WEST, 82.01 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 58 MINUTES 01 SECONDS EAST, 10.50 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 1079 SQUARE FEET, MORE OR LESS.



LEGEND

(100.00')

RECORD DIMENSION

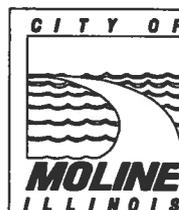


- R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (1079 Sq. Ft. +/-)



- EASEMENT AREA (1640 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-12702

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Tushar S. Bhandarkar & Roopali T. Bhandarkar (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3325 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

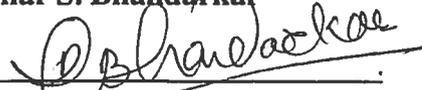
The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 16 day of June, 2016.

GRANTOR(S):



Tushar S. Bhandarkar



Roopali T. Bhandarkar

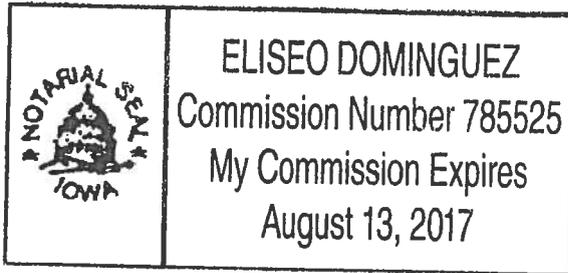
Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Eliseo Dominguez, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Tushar S. Bhandarkar & Roopali T. Bhandarkar**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 16th day of June, 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 16th day of June, A.D. 2016.

(seal)



Eliseo D
NOTARY PUBLIC

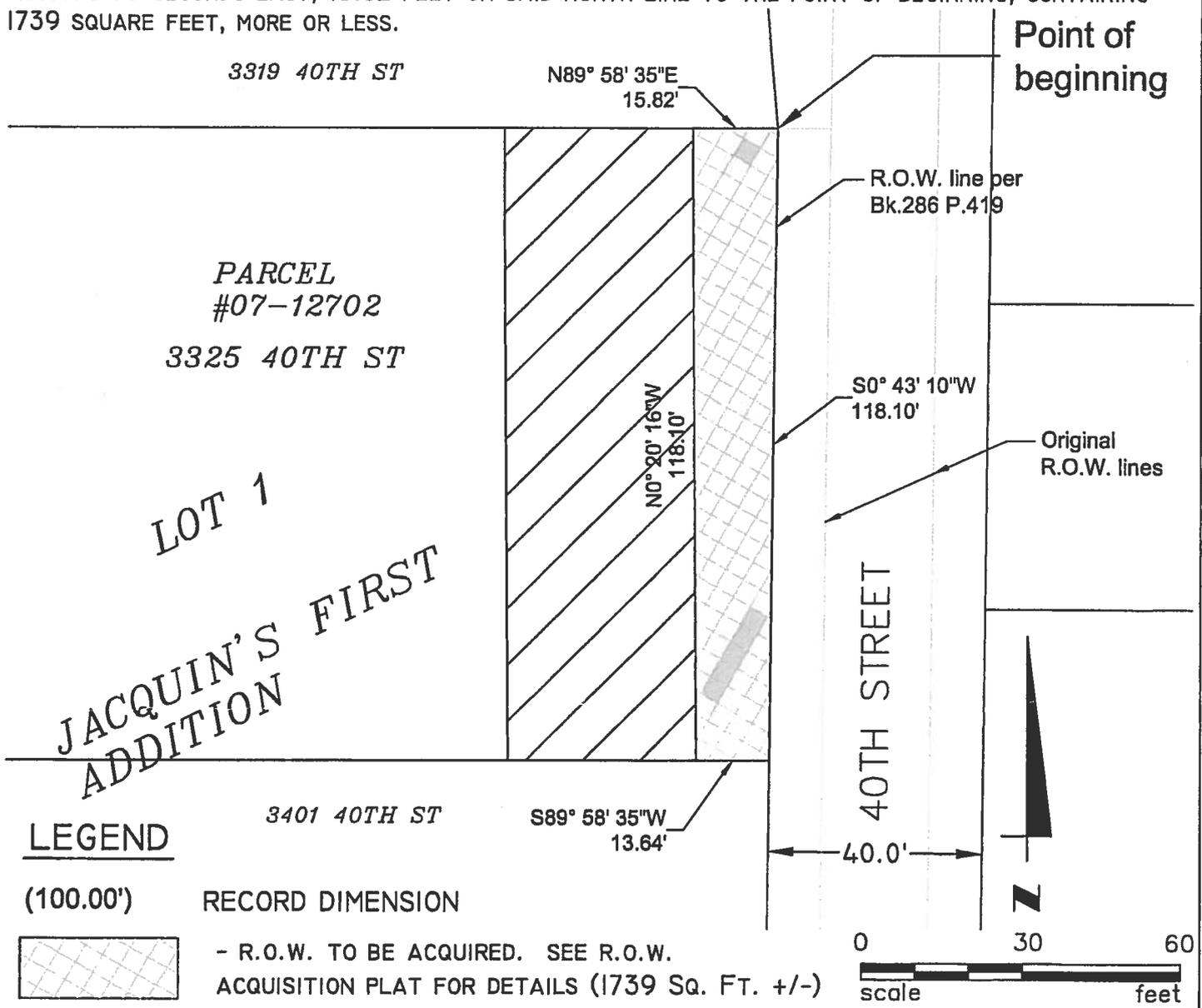
EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

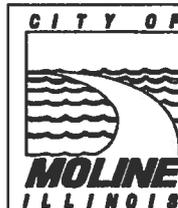
PART OF LOT 1 IN JACQUIN'S FIRST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 35.00 FEET IN WIDTH, WESTERLY OF AND IMMEDIATELY ADJACENT TO THE FOLLOWING DESCRIBED TRACT WHICH IS TO BE ACQUIRED FOR RIGHT-OF-WAY:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 AT THE WEST RIGHT-OF-WAY LINE OF 40TH STREET AS DESCRIBED IN A DEED RECORDED IN RECORD BOOK 286 PAGE 419 AT THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, THENCE SOUTH 00 DEGREES 43 MINUTES 10 SECONDS WEST, 118.10 FEET ON SAID RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, 13.64 FEET ON SAID SOUTH LINE; THENCE NORTH 00 DEGREES 20 MINUTES 16 SECONDS WEST, 118.10 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, 15.82 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 1739 SQUARE FEET, MORE OR LESS.



CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-12702

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

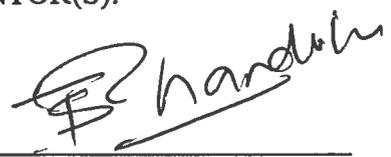
The undersigned owner:

Tushar S. Bhandarkar & Roopali T. Bhandarkar (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3325 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

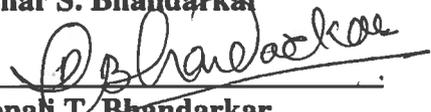
The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 16 day of June, 2016.

GRANTOR(S):



Tushar S. Bhandarkar



Roopali T. Bhandarkar

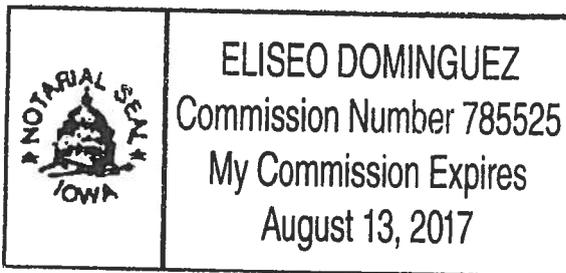
Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Eliseo Dominguez, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Tushar S. Bhandarkar & Roopali T. Bhandarkar**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 16th day of June, 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 16th day of June, A.D. 2016.

(seal)



Eliseo D
NOTARY PUBLIC

Project #1211
Parcel #07-12703

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Shane Clark and Tara M. Clark (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3401 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 7 day of June, 2016.

GRANTOR(S):



Shane Clark


Tara M. Clark

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

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

I, Thomas Luckey, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Shane Clark and Tara M. Clark, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 7 day of June, 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 7 day of June,
A.D. 2016.

(seal)



Thomas Luckey
NOTARY PUBLIC

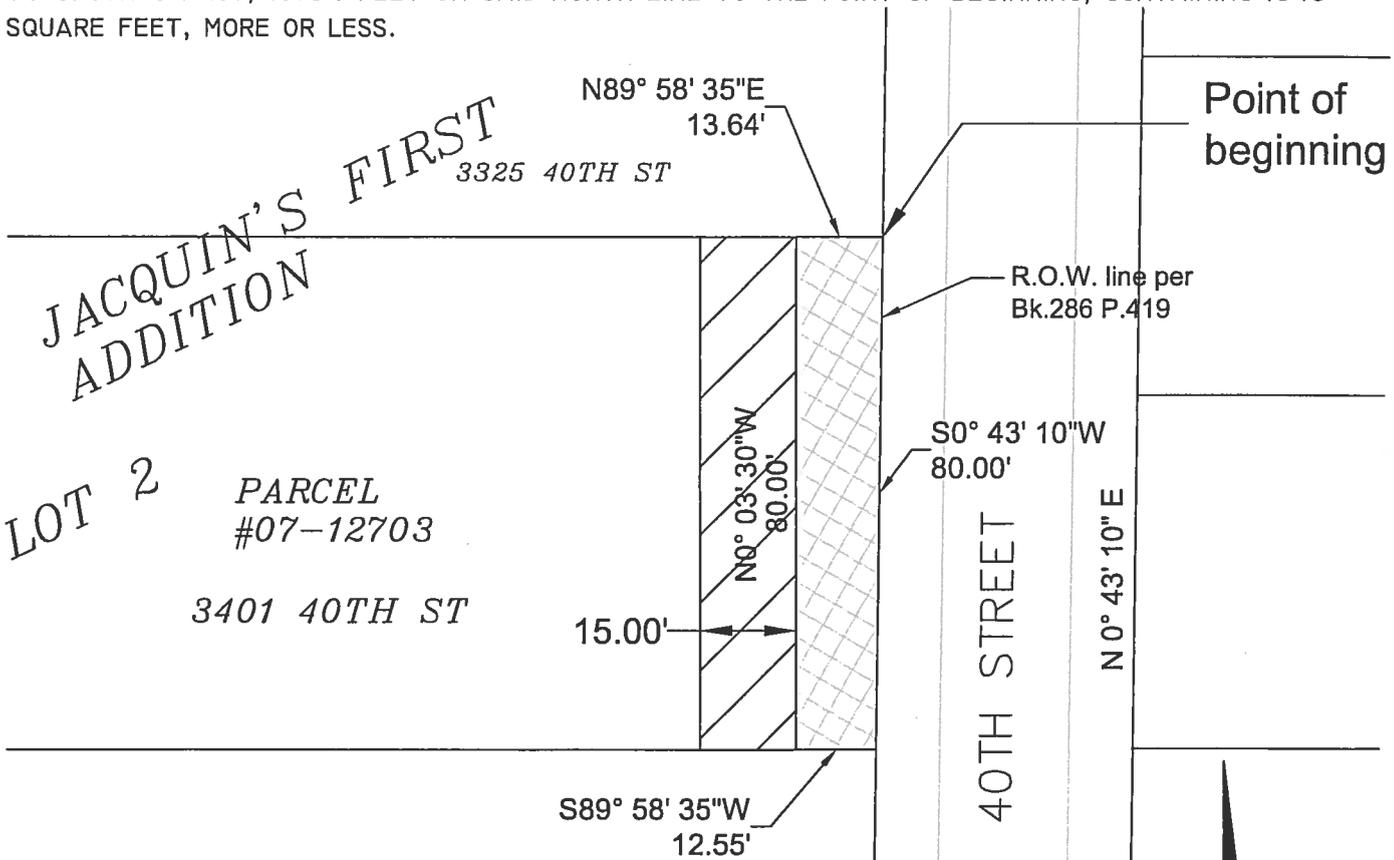
EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 2 IN JACQUIN'S FIRST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 15.00 FEET IN WIDTH, WESTERLY OF AND IMMEDIATELY ADJACENT TO THE FOLLOWING DESCRIBED TRACT WHICH IS TO BE ACQUIRED FOR RIGHT-OF-WAY:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2 AT THE WEST RIGHT-OF-WAY LINE OF 40TH STREET AS DESCRIBED IN A DEED RECORDED IN RECORD BOOK 286 PAGE 419 AT THE OFFICE OF THE RECORDER FOR ROCK ISLAND COUNTY, ILLINOIS, THENCE SOUTH 00 DEGREES 43 MINUTES 10 SECONDS WEST, 80.00' FEET ON SAID RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, 12.55 FEET ON SAID SOUTH LINE; THENCE NORTH 00 DEGREES 03 MINUTES 30 SECONDS WEST, 80.00 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, 13.64 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 1048 SQUARE FEET, MORE OR LESS.



LEGEND

(100.00')

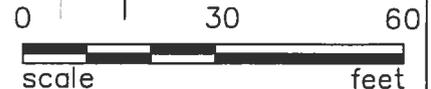
RECORD DIMENSION



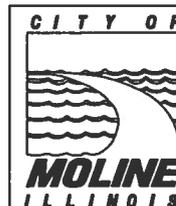
- R.O.W. TO BE ACQUIRED. SEE R.O.W. ACQUISITION PLAT FOR DETAILS (1048 Sq. Ft. +/-)



- EASEMENT AREA (1200 Sq. Ft. +/-)



CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-2388

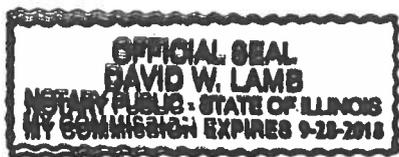
TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

David D. Bisby and Julie A. Bisby (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3412 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 01 day of June, 2016.



David W. Lamb, Notary Public
6/1/2016

GRANTOR(S):

David Bisby
David D. Bisby

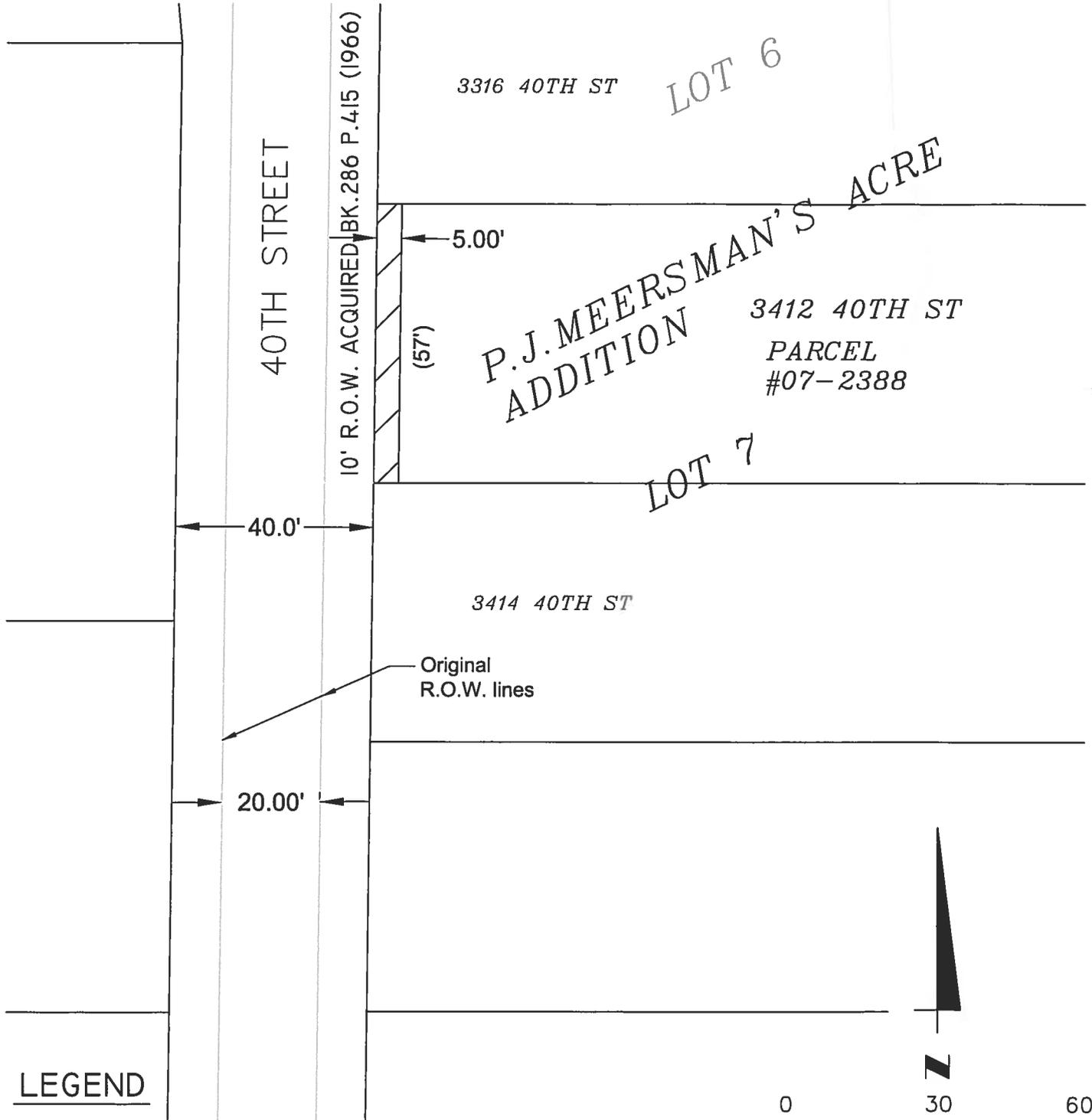
Julie A. Bisby
Julie A. Bisby

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

EXHIBIT "A" SHEET 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

THE EAST 5' OF THE WEST 15 FEET OF THE NORTH 57 FEET OF LOT 7 IN
P.J. MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



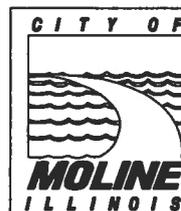
LEGEND

(100.00') RECORD DIMENSION



- EASEMENT AREA
(285 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-13225

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Betty L. Piliponis (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3414 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 31 day of May, 2016.

GRANTOR(S):

Betty L. Piliponis

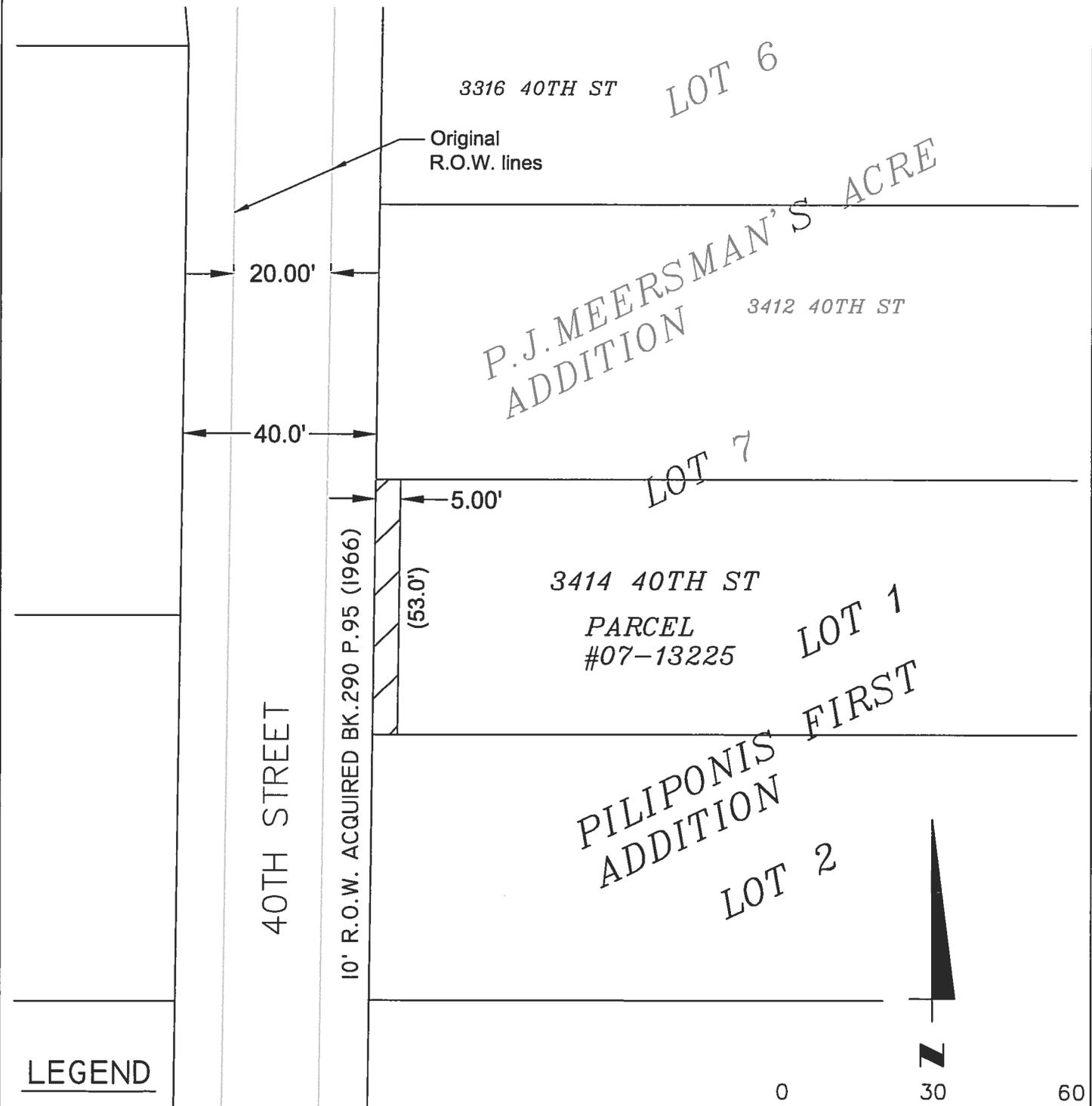
Betty L. Piliponis

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

EXHIBIT "A" SHEET 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

THE WEST 5 FEET OF LOT 1 IN PILIPONIS' FIRST ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



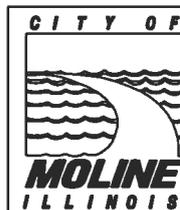
LEGEND

(100.00') RECORD DIMENSION



- EASEMENT AREA
(265 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-2389-A

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Bernice Weigandt (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3416 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 1 day of June, 2016.

GRANTOR(S):

Bernice Weigandt
Bernice Weigandt

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Ave, Moline, IL 61265

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

I, Holly Kristine Jackson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Bernice Weigandt**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 1 day of June, 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 1 day of June, A.D. 2016.

(seal)

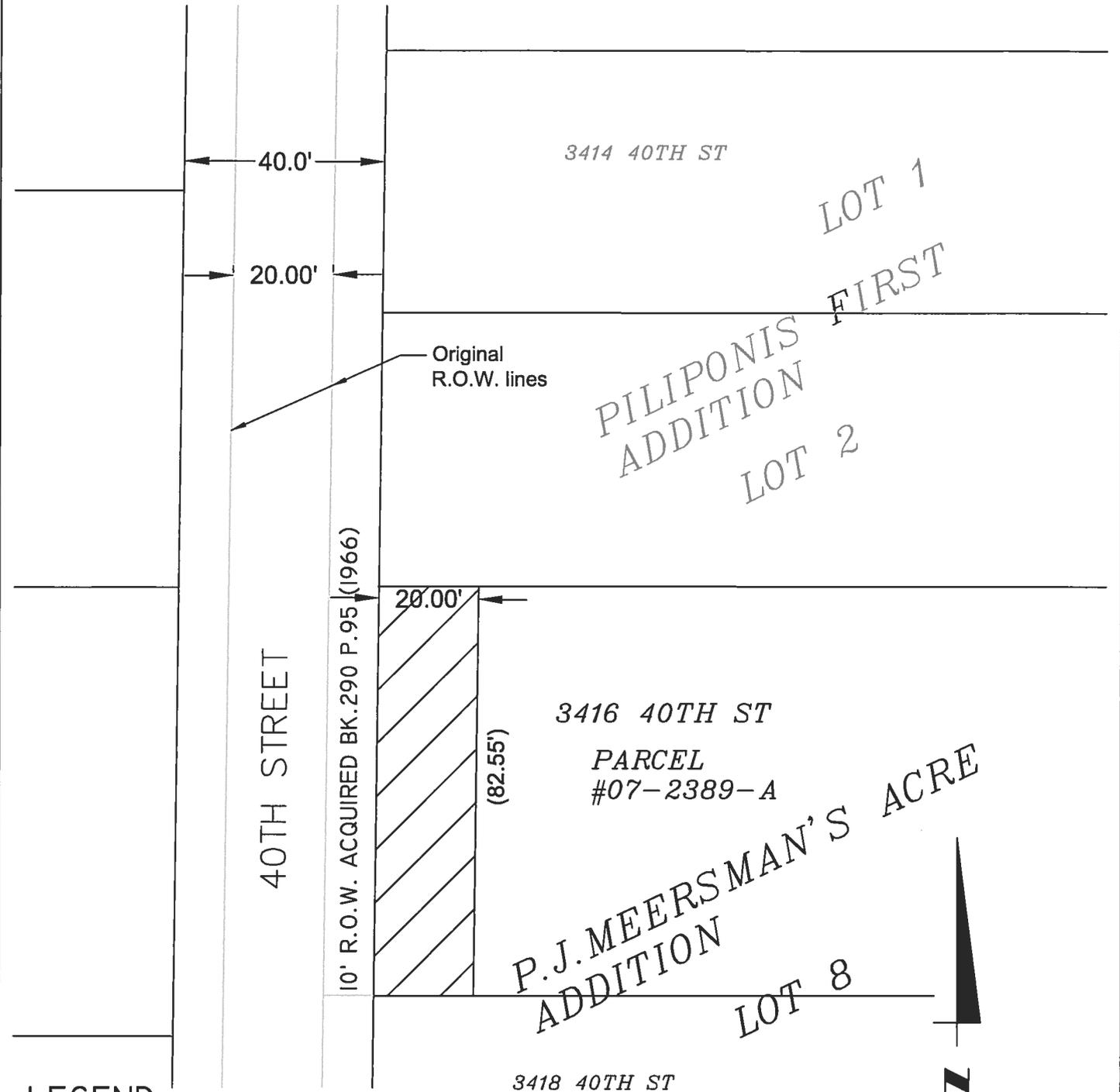
Holly Kristine Jackson
NOTARY PUBLIC



EXHIBIT "A" SHEET 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

THE EAST 20 FEET OF THE WEST 30 FEET OF THE NORTH HALF OF LOT 8 IN P.J.MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

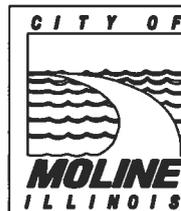
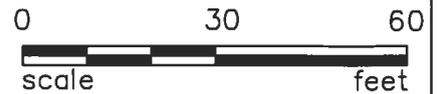


LEGEND

(100.00') RECORD DIMENSION

 - EASEMENT AREA (1651 Sq. Ft. +/-)

CREATED BY CITY OF MOLINE
ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
40TH STREET
S. OF 32ND AVENUE
PROJECT # 1211

Project #1211
Parcel #07-12153

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Raymond E. Nelson (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **3417 40th Street**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 17th day of June, 2016.

GRANTOR(S):


Raymond E. Nelson

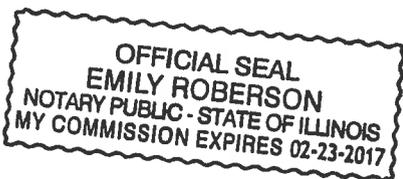
Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Emily Roberson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Raymond E. Nelson**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 17th day of June, 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 17th day of June, A.D. 2016.

(seal)



Emily Roberson
NOTARY PUBLIC

Project #1211
Parcel #07-2390

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

Larry A. Van Ert, AS TRUSTEE OF THE LARRY A. VAN ERT TRUST DATED OCTOBER 2, 1992 (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **4003 36th Avenue Court**, Moline, Illinois, which is more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference thereto, to do any necessary work for utilities, site grading, and related work on said tract of land.

The above represents a temporary agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 5 day of June, 2016.

GRANTOR(S):



Larry A. Van Ert

AS TRUSTEE OF THE LARRY A. VAN ERT TRUST DATED OCTOBER 2, 1992

Prepared by and return to:
Engineering Division, City of Moline, 3635 4th Avenue, Moline, IL 61265

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

I, Holly Kristine Jackson, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Larry A. Van Ert, AS TRUSTEE OF THE LARRY A. VAN ERT TRUST DATED OCTOBER 2, 1992**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 8 day of June, 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 8th day of June, A.D. 2016.

(seal)

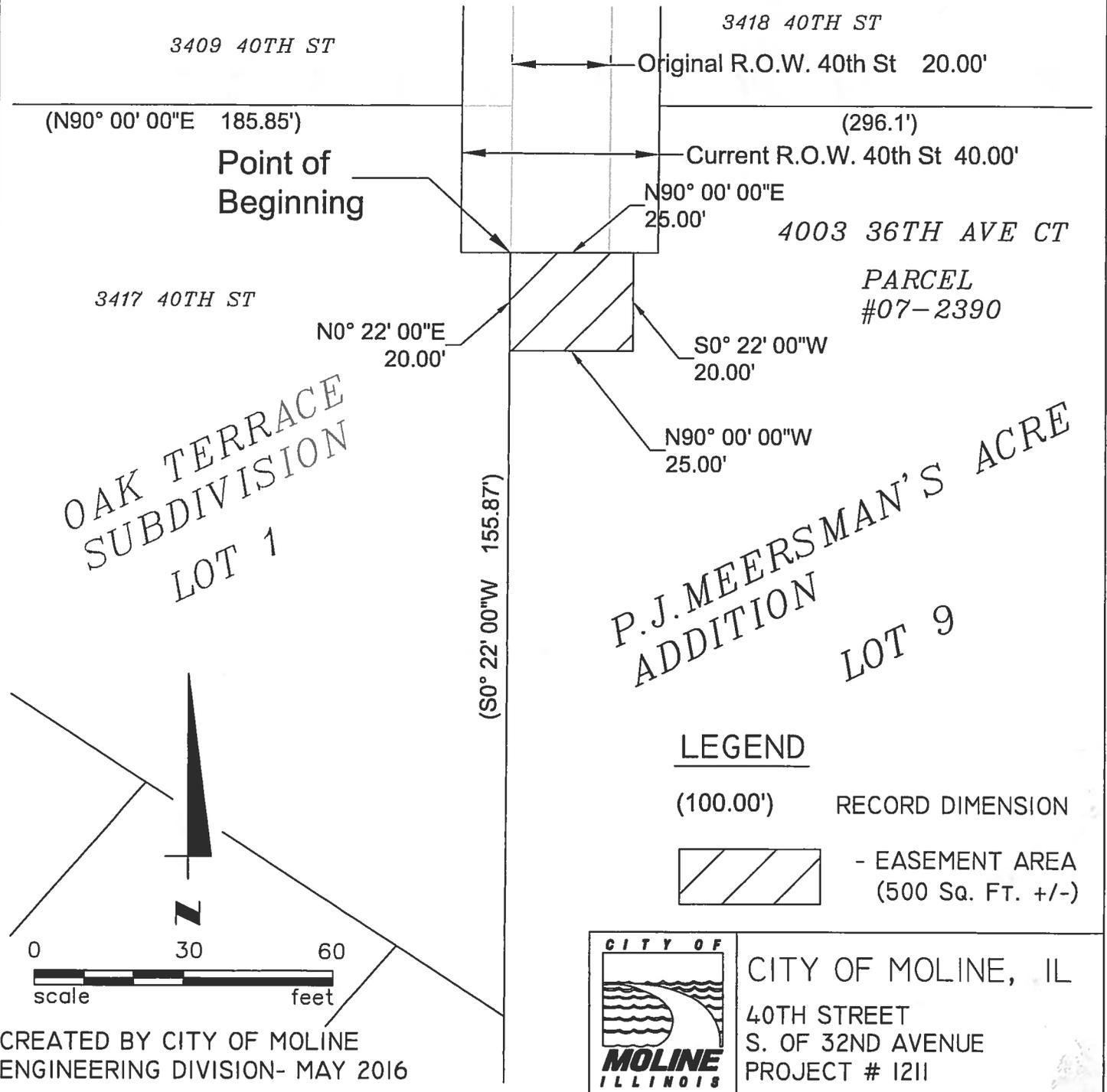
Holly Kristine Jackson
NOTARY PUBLIC



EXHIBIT "A" SHEET 1 OF 2

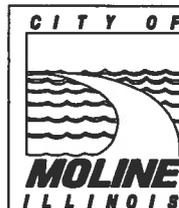
TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 9 IN P.J. MEERSMAN'S ACRE ADDITION, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 40TH STREET AT ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 9 AS SHOWN ON THE PLAT OF SAID ADDITION, THENCE NORTH 90 DEGREES 00 MINUTES EAST, 25 FEET ON SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 22 MINUTES WEST, 20 FEET ON A LINE PARALLEL WITH SAID WEST LINE; THENCE NORTH 90 DEGREES 00 MINUTES WEST, 25 FEET ON A LINE PARALLEL WITH SAID RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 22 MINUTES EAST, 20 FEET ON SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 500 SQUARE FEET, MORE OR LESS.



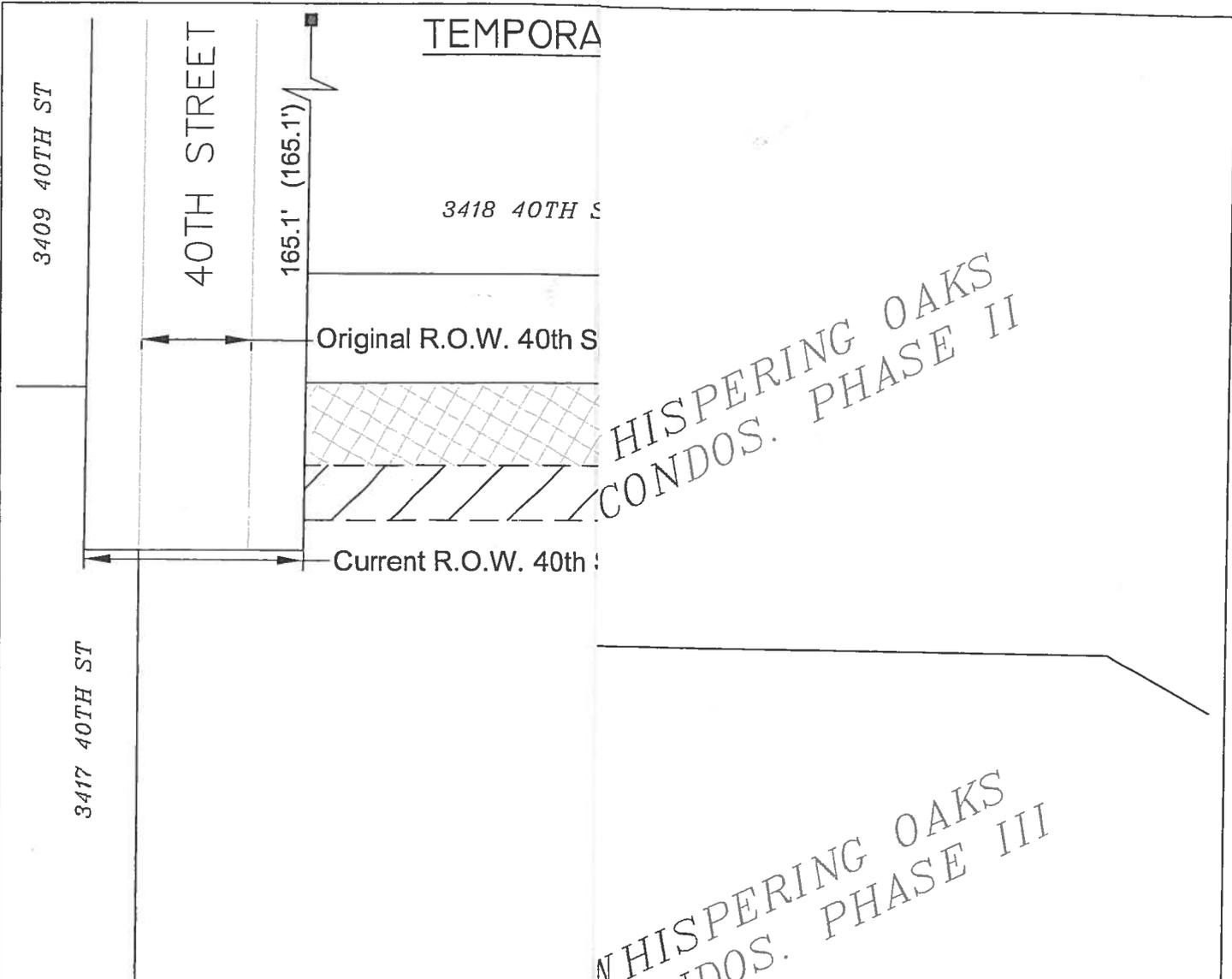
H:\Engineering\ALL PROJECTS\1211 - 40th Street, S. of 32nd Avenue\Design\Survey\40th Street-ROW-easements.dwg, 5/26/2016 11:53:00 AM, 1:30

CREATED BY CITY OF MOLINE
 ENGINEERING DIVISION- MAY 2016



CITY OF MOLINE, IL
 40TH STREET
 S. OF 32ND AVENUE
 PROJECT # 1211

EXHIBIT "A" SHEET 2 OF 2



A STRIP OF LAND, 10 FEET IN WIDTH, SOUTHEAST CORNER OF LOT 9, IMMEDIATELY ADJACENT TO THE FOLLOWING PROPERTY, WAS ACQUIRED AS A PERMANENT UTILITY AND DRAINAGE EASEMENT.

THE NORTH 15.00 FEET OF THAT PORTION OF LOT 9, ADDITION LYING EASTERLY OF THE EAST RIGHT-OF-WAY TOGETHER WITH THE EAST 15.00 FEET OF SOUTH 1/4 SECTION 16, T24N, R14W, S16E, 214.00 FEET OF SAID LOT 9 ALL LOCATED IN ISLAND COUNTY, ILLINOIS, CONTAINING 7267 SQ. FT. +/-.

THIS TEMPORARY CONSTRUCTION EASEMENT COVERS MORE OR LESS.

WHISPERING OAKS
CONDOS. PHASE II

WHISPERING OAKS
CONDOS. PHASE III

LEGEND



- PERMANENT EASEMENT
7267 SQ. FT. +/- SEE
PERMANENT EASEMENT PLAT



- TEMPORARY EASEMENT
4845 SQ. FT. +/-

100.00'

- MEASURED DIMENSION

(100')

- RECORD DIMENSION



- FOUND SQUARE PIN AS NOTED



- FOUND IRON PIPE AS NOTED



- FOUND IRON ROD AS NOTED

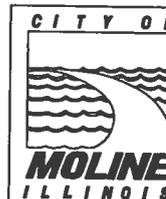


- PROPOSED EASEMENT LINE



- EXISTING PROPERTY LINE

Ct



CITY OF MOLINE
ENGINEERING DIVISION
3635 4TH AVE MOLINE, IL 61265

PROJECT: #1211
40TH ST. SOUTH OF 32ND AVE.

Council Bill/Resolution No. 1099-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept a Permanent Utility and Drainage Easement with Larry A. Van Ert as Trustee of the Larry A. Van Ert Trust dated October 2, 1992.

WHEREAS, a Permanent Utility and Drainage Easement is necessary to allow construction to proceed on Project #1211, 40th Street Reconstruction South of 32nd Avenue; and

WHEREAS, the property owners have executed the Permanent Utility and Drainage easement; and

WHEREAS, accepting said easement will allow the City to maintain and ensure access for future maintenance and repair.

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 Easement with Larry A. Van Ert as Trustee of the Larry A. Van Ert Trust dated October 2, 1992; provided, however, that said easement 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

Date

July 12, 2016

Passed: July 12, 2016

Approved: July 19, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Return to:
City Clerk _____
619 16th Street
Moline, IL 61265

Project #1211
40th St. s. of 32nd Ave
Parcel #07-2390

PERMANENT UTILITY & DRAINAGE
EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

THIS INDENTURE WITNESSETH, that the Grantor, **Larry A. Van Ert AS TRUSTEE OF THE LARRY A. VAN ERT TRUST DATED OCTOBER 2, 1992, 4003 36th Avenue Ct., 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 8 day of June, 2016.

[Signature]
Larry A. Van Ert

AS TRUSTEE OF THE LARRY A. VAN ERT TRUST DATED OCTOBER 2, 1992

ACCEPTED BY THE CITY OF MOLINE

By: _____
Scott Raes, Mayor

Attest: _____
City Clerk

Approved as to form:

Maureen Riggs, City Attorney

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

I, Holly Kristine Jackson, a Notary Public in and for said County and State, do hereby certify that Larry A. Van Ert 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 he signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth.

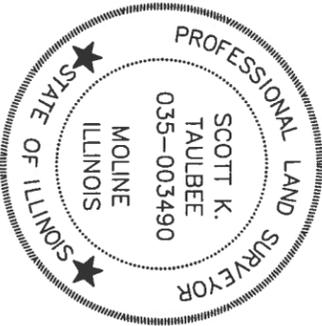
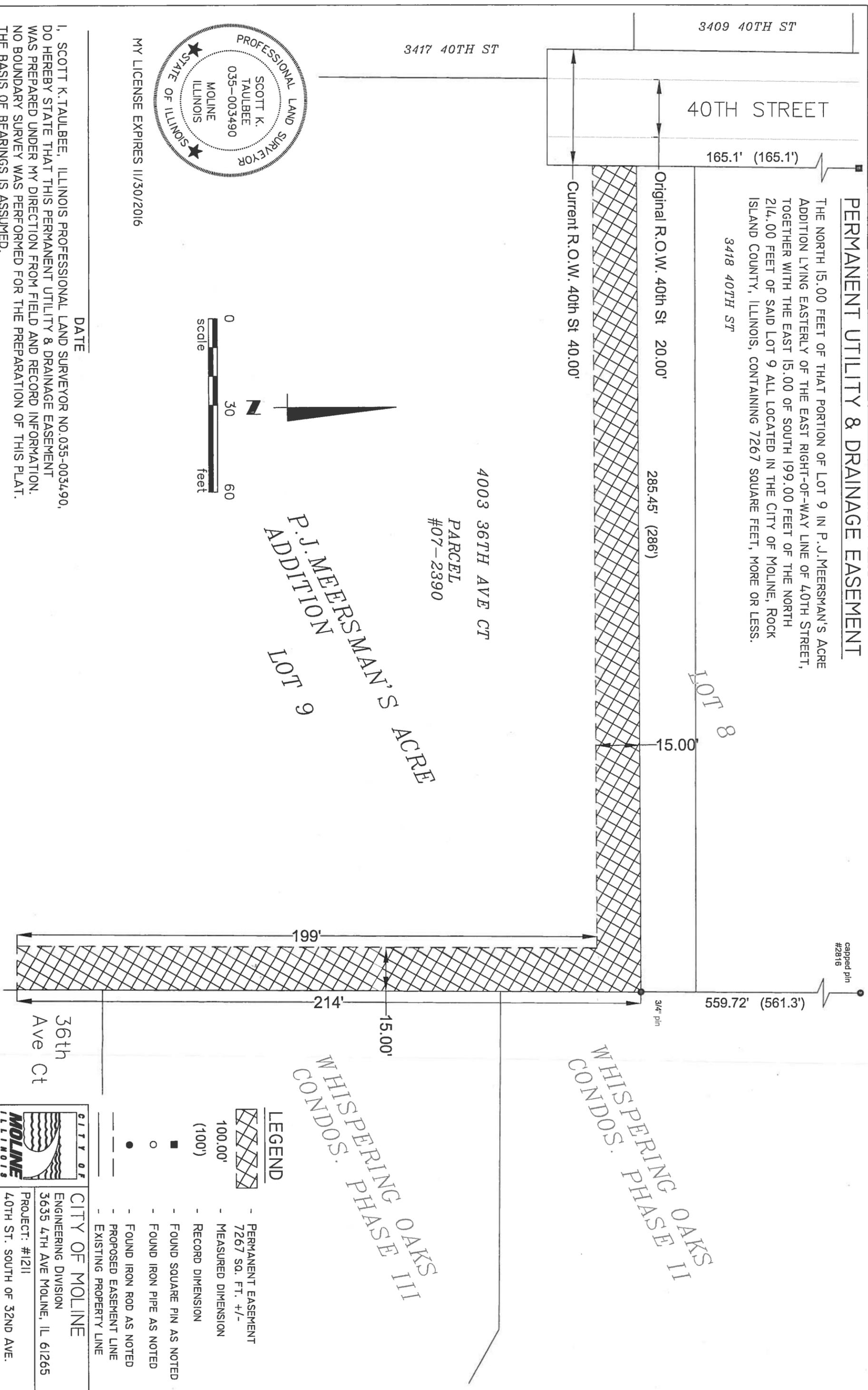
Given under my hand and Notarial Seal this 8 day of June, 2016.



[Signature]
Notary Public
My commission expires 2-25-18

PERMANENT UTILITY & DRAINAGE EASEMENT

THE NORTH 15.00 FEET OF THAT PORTION OF LOT 9 IN P. J. MEERSMAN'S ACRE ADDITION LYING EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF 40TH STREET, TOGETHER WITH THE EAST 15.00 FEET OF SOUTH 199.00 FEET OF THE NORTH 214.00 FEET OF SAID LOT 9 ALL LOCATED IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, CONTAINING 7267 SQUARE FEET, MORE OR LESS.



MY LICENSE EXPIRES 11/30/2016



4003 36TH AVE CT
PARCEL #07-2390

P. J. MEERSMAN'S ACRE
ADDITION
LOT 9

WHISPERING OAKS II
CONDOS. PHASE II

WHISPERING OAKS III
CONDOS. PHASE III

LEGEND

- PERMANENT EASEMENT 7267 SQ. FT. +/-
- MEASURED DIMENSION (100')
- FOUND SQUARE PIN AS NOTED
- FOUND IRON PIPE AS NOTED
- FOUND IRON ROD AS NOTED
- PROPOSED EASEMENT LINE
- EXISTING PROPERTY LINE

CITY OF MOLINE
ENGINEERING DIVISION
3635 4TH AVE MOLINE, IL 61265
PROJECT: #1211
40TH ST. SOUTH OF 32ND AVE.

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

DATE _____

Council Bill/Resolution No. 1100-2016
Sponsor: _____

A RESOLUTION

AUTHORIZING the approval of the expenditure of TIF #11 funds related to the Multi Modal Station construction.

WHEREAS, bids have been received for the Bid Package #3 of the Multi Modal Station redevelopment project with Bush Construction as the apparent lowest responsive and responsible bidder; and

WHEREAS, Bid Package #3 includes \$2,181,836.00 worth of street and utility work in 4th Avenue and 12th Street; and

WHEREAS, sufficient Tiger funds are available to fund 30% of the street and utility work with TIF #11 funding the remaining 70% or \$1,527,285.00.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of the expenditure of TIF #11 funds related to the Multi Modal Station.

CITY OF MOLINE, ILLINOIS

Mayor

July 12, 2016
Date

Passed: July 12, 2016

Approved: July 19, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3021-2016

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 7, "ANIMALS AND FOWL," of the Moline Code of Ordinances, Sec. 7-1101, "DEFINITIONS," by enacting new subsections (5), (6), (7), (24), (31) and (36) and consecutively renumbering the remaining subsections of Sec. 7-1101; Sec. 7-1104, "LIVESTOCK AND DOMESTIC FOWL PROHIBITED IN CITY; RUNNING AT LARGE; NUISANCE," by repealing said section in its entirety and enacting in lieu thereof one new Sec. 7-1104 dealing with the same subject matter; enacting one new Sec. 7-1104A entitled "URBAN HENS;" and Sec. 7-1116, "ANIMAL CAGES, RUNS, PENS, ETC.," by repealing subsection (b)(4) in its entirety and enacting in lieu thereof one new subsection (b)(4).

WHEREAS, the Moline Code of Ordinances currently prohibits the keeping of domestic fowl, including chickens, within the City; and

WHEREAS, per resident request and City Council directive, City staff has reviewed the possibility of amending the Code to allow residents to keep chickens on residential properties within the City so they may be used as a sustainable living option for fresh, home-raised eggs; and

WHEREAS, this ordinance will amend Chapter 7 of the Code, "ANIMALS AND FOWL," to allow the keeping of up to six hens on a property containing a one-family detached dwelling (single family residence) that meets the proper zoning requirements set forth herein; and

WHEREAS, an urban hen license issued by the City will be required before any individual may keep hens within the City and the annual license fee will be \$25.00; and

WHEREAS, the license will allow the keeping of hens only; the keeping of roosters will not be permitted; and

WHEREAS, the hens must at all times be kept in a chicken enclosure or chicken pen or fenced area located a minimum of five feet from property lines and a minimum of 25' from any adjacent residential dwelling, church, school or place of business; the chicken enclosure and chicken pen must be located on the rear or backyard of the property, or, if the rear or backyard does not meet these setback requirements, the enclosure and pen may be located in a side yard that meets the setback requirements; and

WHEREAS, this ordinance will also amend the Chapter 7 Code provision pertaining to the sale of fowl by licensed businesses.

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

Section 1 – That Chapter 7, “ANIMALS AND FOWL,” of the Moline Code of Ordinances, Sec. 7-1101, “DEFINITIONS,” is hereby amended by enacting new subsections (5), (6), (7), (24), (31) and (36), and consecutively renumbering the remaining subsections of Sec. 7-1101 dealing with the same subject matter, which shall read as follows:

“SEC. 7-1101. DEFINITIONS.

As used in this chapter, the following terms shall have, unless the context indicates otherwise, the meaning ascribed to them:

* * * * *

(5) **Chicken** shall mean a female member (hen) of the subspecies Gallus Gallus Domesticas, a domesticated fowl.

(6) **Chicken enclosure** shall mean a structure for housing and sheltering of hens. A chicken enclosure shall mean and include any chicken coop, henhouse, chicken tractor or poultry shed that is constructed and maintained pursuant to the provisions of 7-1104A(d) below.

(7) **Chicken pen** shall mean a wire-enclosed area that is attached to a chicken enclosure for the purpose of allowing hens to leave the chicken enclosure and walk or run about while remaining confined in an enclosed, predator-safe environment.

* * * * *

(24) **Hen** shall mean a female member of the subspecies Gallus Gallus Domesticas, a domesticated fowl.

* * * * *

(31) **One-family detached dwelling** shall mean a property or a zoned lot that has a one-family detached dwelling (single family residence) located on that property or zoned lot. See Section 7-1104A(c) below.

* * * * *

(36) **Urban hen** shall mean a hen kept on the premises of a property pursuant to a license issued by the City under this chapter.”

* * * * *

Section 2 – That Chapter 7, “ANIMALS AND FOWL,” of the Moline Code of Ordinances, Sec. 7-1104, “LIVESTOCK AND DOMESTIC FOWL PROHIBITED IN CITY; RUNNING AT LARGE; NUISANCE,” is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Sec. 7-1104 dealing with the same subject matter, which shall read as follows:

**“SEC. 7-1104. LIVESTOCK AND DOMESTIC FOWL PROHIBITED
IN CITY; RUNNING AT LARGE; NUISANCE**

(a) No person shall keep any cattle, sheep, goats, horses, mules, swine, other beasts of burden related to the foregoing, or domestic fowl of the species of geese, ducks, turkeys, guinea hens or others, at any place or upon any premises in the City, excepting that:

- (1) horses shall be permitted to be kept upon premises for which a special use has been granted by the City Council to permit a riding stable provided any and all conditions of such special use are fully complied with at all times; and
- (2) hens shall be permitted upon premises for which a license has been issued by the City pursuant to the provisions of Sec. 7-1104A below.

No person shall permit any of the above enumerated animals to run at large in the City. Any animals found within the City in violation of this section may be subject to impound by the department and disposal as provided in Article III of this chapter.

(b) In addition to any and all other legal or equitable remedies, the animals and fowl prohibited from being kept in the City or running at large in the City by subsection (a) are hereby declared to be nuisances and may be abated pursuant to the provisions of Chapter 21 of the City Code and amendments thereto.

(c) The provisions of this section shall not apply to the business premises of any duly licensed animal control facility, animal shelter or licensed veterinarian.

(d) The provisions of this section shall not apply to the premises of any duly-licensed business engaged in the sale of fowl as long as the following conditions are met:

- (1) Such fowl is not kept on the sales floor or retail area of the premises;
- (2) The purchaser of such fowl, excluding hens, must sign a form verifying that he does not reside within the city limits of the City of Moline and that he will keep the fowl outside the City’s limits and use the fowl for agricultural purposes only.
(Ord. No. 2003-05-06; new Sec. 7-1104 (d) enacted; 05/20/03)”

Section 3 – That Chapter 7, “ANIMALS AND FOWL,” of the Moline Code of Ordinances, is hereby amended by enacting one new Sec. 7-1104A entitled “URBAN HENS,” which shall read as follows:

“SEC. 7-1104A. URBAN HENS.

(a) **License required.**

- (1) No person shall own, raise, harbor or keep any hens within the City without having first obtained a valid urban hen license from the City’s accounts and finance officer or his designee pursuant to the provisions of this section. The license shall be subject to the terms and conditions of this section and any additional conditions deemed necessary by the City Council to protect the public health, safety and welfare.
- (2) **License Application.** Any person desiring to own, raise, harbor or keep hens within the City shall submit a written license application on a form provided by the City’s accounts and finance officer or his designee. Such application shall include the applicant’s name, address, telephone number and email address (if applicable), the number of hens to be kept on the premises address, and the

applicant's signature certifying the validity of the information provided therein and agreement to keep the hens in compliance with the provisions of this section and all related City ordinances.

(3) Licensing Requirements. The requirements for issuance of a license include the following.

- a. Fee: the fee to obtain a license is twenty-five dollars (\$25.00). The license shall expire July 31 of each year and shall be renewed before August 1 of each year.
- b. Any and all judgments in the City's favor and against the property owner of the premises have been paid in full, and in the event the applicant is a tenant or leaseholder of the premises, any and all judgments in the City's favor and against said applicant have been paid in full.
- c. The premises to be licensed shall be zoned as and contain only a one-family detached dwelling, occupied and used as such by the licensee.
- d. The applicant has successfully completed an approved class in raising hens in an urban setting. The accounts and finance officer or his designee shall maintain a current list of such approved classes.

If the accounts and finance officer or his designee finds that all licensing requirements have been met, the officer shall issue the license to the applicant.

(4) Licensing Regulations. The following licensing regulations shall be additional requirements of the licensee.

- a. Renewal. The annual renewal fee for a license is twenty-five dollars (\$25.00). If the license is not renewed before August 1 of the expiration year, the owner or occupant of the premises for which the license was issued shall remove the hens from the City within thirty (30) days of the license expiration.
- b. Non-commercial use only. Issuance of a license shall not allow the licensee to engage in hen breeding, egg production, fertilizer production, sales, display, or other related activity for commercial purposes.
- c. Non-transferable. No license issued pursuant to this section shall be transferable from one person to another or from one premises to another.
- d. The licensee shall keep the license on the licensed premises and provide proof of same upon request by any officer of the City.

(5) Denial, suspension, revocation, non-renewal. The accounts and finance officer or his designee may deny, suspend, revoke or decline to renew any issued license for any of the following reasons.

- a. False statements on any application or in response to requests for information by the City.
- b. Failure to pay any application, penalty, re-inspection or renewal fee required by this section.
- c. Failure to comply with any notice of violation issued by the City pursuant to this section within the time specified therein.
- d. Failure to comply with any provisions of this section.

Notice of denial, suspension, revocation or non-renewal of a license shall be in writing, be delivered by certified mail, return receipt requested, or by personal service on the license holder or other resident at the address provided on the application, and state the reason or reasons for said action.

(6) Effect of denial or revocation.

- a. If a license is either denied or revoked, the applicant may not re-apply for a new license for a period of one (1) year from the date of the denial or revocation.
- b. If the license is revoked, the owner or occupant of the premises for which the license was issued shall remove the hens from the City within thirty (30) days of the license revocation.

(7) Appeals. The license shall stand denied or revoked unless within five (5) working days after denial or receipt of the notice of revocation from the accounts and finance officer or his designee, the license applicant or holder files a written request for a public hearing on the accounts and finance officer's or designee's action. Public hearing shall be conducted before the city administrator or his designee on whether a license should be denied, reinstated or revoked, as the case may be. The city administrator or his designee may order the license issued or reinstated either conditionally or unconditionally, or revoke the license. Ten (10) days notice of the time and place of the public hearing shall be given to the license holder, who shall have an opportunity to appear before the city administrator or his designee and present any evidence or arguments the license holder may have as to why the action taken by the accounts and finance officer or his designee should not be approved by the city administrator or his designee.

(b) **Number and type of hens allowed.** No more than six (6) hens shall be allowed on any licensed premises. Roosters (male chickens) are prohibited.

(c) **Zoning; One-Family Detached Dwellings.**

(1) The keeping of hens shall be restricted to properties zoned as one-family detached dwellings (single family residences) as defined by Chapter 35 of the City Code, Sec. 35-3405(a), which states, in part: "a dwelling designed for and occupied by not more than one family and having no roof, wall, or floor in common with any other dwelling unit; this dwelling unit type consists of a fully detached single-family residence which is located on an individual lot or within a group development; this dwelling unit may not be split into two or more residences."

(2) The provisions of this Sec. 7-1104A shall supersede any conflicting provisions of Chapter 35, "Zoning and Land Development," of the City Code, including Sec. 35-3406(f), "Husbandry."

(d) **Enclosures; confinement.** Chicken enclosures and chicken pens shall be designed, constructed and well maintained to provide safe and healthy living conditions for the hens while minimizing adverse impacts to other residents in the neighborhood.

(1) Hens must be kept in a chicken enclosure, chicken pen, or fenced area at all times. Hens shall be secured within a chicken enclosure during non-daylight hours.

(2) Chicken enclosures and chickens pens shall be located in the rear yard of a premises only, as defined by Chapter 35 of the City Code, Sec. 35-1203(385), "yard, rear." Or, if no rear yard meets the setback requirements of subsection (d)(3) below, then chicken enclosures and chicken pens may be located in a side yard, as defined by Chapter 35 of the City Code, Sec. 35-1203(387), "yard, side," as long as the setbacks in subsection (d)(3) below are met.

- (3) The minimum setback for placement shall be five (5) feet from the premises property lines and twenty-five (25) feet from any residential dwelling, church, school or place of business.
- (4) Chicken enclosures shall meet the following standards:
 - a. a minimum of four (4) square feet per hen;
 - b. be constructed of wood or other similar materials and enclosed on all sides with a roof, door(s) and secure latching mechanisms for any doors or windows;
 - c. include predator/bird proof wire of less than one (1) inch openings for any doors or windows;
 - d. provide adequate ventilation and protection from the elements;
 - e. contain an independent electric/heat source without the use of extension cords;
 - f. be resistant to rodents and predators, including dogs and cats.
- (5) Chicken pens shall meet the following guidelines:
 - a. be fully enclosed with a roof and be covered with predator/bird proof wire or aviary netting;
 - b. be resistant to rodents and predators, including dogs and cats.
- (6) The materials used in making chicken enclosures and chicken pens shall be uniform for each element of the structure such that the walls are made of the same material, the roof(s) has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited.
- (7) A City building permit is not required unless the total size of the chicken enclosure will exceed 120 square feet, thereby meeting the definition of a major accessory structure as defined in Sec. 35-3201(b) of the City Code.
- (e) **Odor and noise impacts.**
 - (1) Odors from hens, hen manure or other hen related substances shall not be perceptible beyond the boundaries of the licensed premises. Chicken enclosures and chicken pens shall be kept in a clean, neat and sanitary condition. Any accumulation of waste, uneaten or discarded feed, and fallen feathers shall be collected and discarded in a sanitary manner and with such frequency as is necessary to ensure that related odors are not detectable from adjacent properties and that any such accumulation does not constitute a nuisance as defined in Sec. 7-1112(b), "Animal Waste on Private Property," and/or Sec. 21-1100, "Nuisances in General; Definitions," of the City Code. Cleaning of chicken enclosures and chicken pens shall be done in such a manner which prevents any animal waste runoff onto public right-of-way and which complies with the provisions set forth in the City's Stormwater Utility Ordinance, Chapter 34 of the City Code.
 - (2) Noise from hens shall not be loud enough beyond the property lines of the licensed premises on which hens are kept so as to disturb the public peace and quiet.
- (f) **Feed and water.** Hens shall be provided with access to feed and clean water at all times. Feed must be stored in secure containers and in a secure location until it is placed for consumption by the hens. Feed must be stored in a manner so that it is not available to rodents, wild birds, predators or other pests.
- (g) **Waste storage and removal.**
 - (1) Any manure that is kept on the licensed premises for compost and fertilizer use must be stored in a secure enclosed container or area to ensure that it is not visible from adjacent properties, that related odors are not detectable from adjacent properties, and that any such accumulation does not

constitute a nuisance as defined in Sec. 7-1112(b) and/or Sec. 21-1100 of the City Code. All other manure not used for composting or fertilizing shall be removed.

- (2) No more than three (3) cubic feet of manure shall be stored on the licensed premises.
- (3) See also subsection (e)(1) above.
- (h) **Hens at large.** The licensee shall not allow the licensee’s hens to roam off the licensed premises.
- (i) **Unlawful acts.**
 - (1) It shall be unlawful for any person to own, raise, harbor or keep hens in violation of any provision of this chapter or any other provision of the City Code.
 - (2) No person shall keep hens inside a one-family detached dwelling unit, multi-family dwelling unit(s) or rental unit.
 - (3) No person shall keep hens on a vacant or uninhabited property within the City of Moline.
 - (4) No person shall keep a rooster within the City of Moline.
 - (5) No person shall slaughter any hen or rooster within the City of Moline.
 - (6) Should a dog or cat or other domesticated animal kill a hen on or off the licensed premises, said animal shall not be considered a dangerous or aggressive animal for that reason alone, and said action will not be cause for the City to enforce its animal control provisions.
- (j) **Nuisance violation.**
 - (1) Any violation of the terms of this chapter that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property shall constitute a nuisance and may be abated under the general nuisance abatement provisions of the City Code. Penalty for violation of any part of this section shall be as provided in Sec. 1-1107 of the Code.
 - (2) Should the City order abatement of the hens from the licensed premises as a result of a nuisance violation, neither the City of Moline nor the County of Rock Island shall be responsible for removal, temporary keeping or relocating of the hens.”

Section 4 – That Chapter 7, “ANIMALS AND FOWL,” of the Moline Code of Ordinances, Sec. 7-1116, “ANIMAL CAGES, RUNS, PENS, ETC.,” is hereby amended by repealing subsection (b)(4) in its entirety and enacting in lieu thereof one new subsection (b)(4) dealing with the same subject matter, which shall read as follows:

* * * * *

“(b) **Construction requirements.** Each cage, enclosure, pen, run, shed or other structure used to harbor an animal hereafter erected, repaired or reconstructed shall meet the following requirements:

* * * * *

“(4) Outdoor bird cages: The owner or keeper of pigeons and other outdoor birds, with the exception of hens, shall provide a cage, enclosure, pen or other structure located at least three (3) feet off the ground, and which shall be constructed in a manner to assure the protection of the birds from the elements, including weatherproof sides and roof, and shall be placed in such location or be

protected to prevent the elements from injuring the birds' health. The keeping of hens shall be allowed pursuant to Sec. 7-1104A above, and the requirements of construction and maintenance of chicken enclosures and chickens pens shall be pursuant to Sec. 7-1104A(d).”

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Special Ordinance No. 4038-2016

Sponsor: _____

A SPECIAL ORDINANCE

GRANTING a variance to Section 28-3200(a) and Section 35-4218 of the Moline Code of Ordinances to delay installation of sidewalks along all public and private streets for property located at SouthPark Mall and other outlots along 16th Street between John Deere Road and 52nd Avenue as more fully described herein, including frontage along any public or private street lots that have not yet been assigned addresses.

WHEREAS, Macerich, the owner and operator of SouthPark Mall, has tentative agreements with two nationally-known restaurants to develop the remaining sites near 16th Street and has expressed concerns to City staff about high costs and challenges associated with implementing the City's sidewalk standards at each site; and

WHEREAS, City standards require sidewalk installation along all public and private streets as part of each development; and

WHEREAS, the City Council has identified physical hardships on the above-mentioned properties and area outlots, including challenges with installation of the required sidewalk due to topography constraints, limited space behind the curbs, relocation of traffic signals, high costs to build a pedestrian bridge over the drainage ditch, potential for erosion requiring fill and bank stabilization, and extensive prior development in the vicinity without sidewalk construction; and

WHEREAS, this Council finds and declares it to be in the best interest of the City to grant a variance to delay installation of sidewalks at the following locations: 4410 16th Street; 4420 16th Street; 4430 16th Street; 4440 16th Street; 4460 16th Street; 4480 16th Street; 4500 16th Street; 4510 16th Street; 4520 16th Street; 4540-4580 16th Street; 4600 16th Street; 4610-4680 16th Street; 4750 16th Street; 1601 52nd Avenue; and other outlots along 16th Street between John Deere Road and 52nd Avenue, including frontage along any public or private street lots that have not yet been assigned addresses.

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

Section 1 – That this Council hereby finds and declares that it is in the best interest of the City of Moline, Illinois, to grant a variance to Sec. 28-3200(a) and Section 35-4218 of the Moline Code of Ordinances for the following described territory to waive: 4410 16th Street, 4420 16th Street, 4430 16th Street, 4440 16th Street, 4460 16th Street, 4480 16th Street, 4500 16th Street, 4510 16th Street, 4520 16th Street, 4540-4580 16th Street, 4600 16th Street, 4610-4680 16th Street, 4750 16th Street, 1601 52nd Avenue, more fully described below, and other outlots along 16th Street between John Deere Road and 52nd Avenue, including frontage along any public or private street lots that have not yet been assigned addresses.

4410 16th Street

No legal description available.

4420 16th Street (Parcel 07-15047)

Part of the NE ¼ of NW ¼ of Sec. 16, T17 N, R 1 West of the 4th Principal Meridian, being part of Lot 4 in Southpark Mall Subdivision First Addition (according to the plat thereof recorded on May 11, 2006 in Book 47, page 415) to the City of Moline, Rock Island County, Illinois

Commencing at the Northwest Corner of Section 16, thence, North 89 degrees 19 minutes 30 seconds East on the north line of Section 16, a distance of 546.65 feet; thence, South 00 degrees 02 minutes 48 seconds East, a distance of 1322.66 feet; thence North 89 degrees 12 minutes 00 seconds East, a distance of 50.00 feet to the east right of way line of 16th Street; thence, North 00 degrees 02 minutes 48 seconds West, a distance of 556.20 feet on said right of way line to the north line of Lot 6, South park Mall Second Addition, as extended west and the POINT OF BEGINNING; thence, North 00 degrees 02 minutes 48 seconds West, a distance of 178.63 feet on said right of way line; thence, North 89 degrees 20 minutes 40 seconds East, a distance of 194.93 feet to the northerly extension of the east line of said Lot 6; thence, South 00 degrees 57 minutes 12 seconds East, a distance of 179.27 feet on said line to the northeast corner of said Lot; thence, South 89 degrees 31 minutes 57 seconds West, a distance of 197.76 feet on the north line of said Lot, as extended westerly, to the POINT OF BEGINNING. The above described parcel contains 0.806 acres, more or less.

4430 16th Street

No legal description available.

4440 16th Street (Parcel 07-15027)

Tract 1:

Lot 6 of the Final Plat South Park Mall Subdivision Second Addition; situated in Rock Island County, Illinois; according to the Plat thereof recorded December 14, 2007 in Plat Book 48, page 27 as Document No. 2007-29528.

Tract II:

Together with Grant and Declaration of Easement for parking as contained in Instrument recorded February 13, 1975 in Record Book 622, page 295 as Document No. 764857 and Grant and Declaration of Easement for Ingress and Egress as contained in Instrument recorded February 13, 1975 in Record Book 622, page 296 as Document No. 764858.

Tract III:

Together with non-exclusive easement for ingress and egress (described as Easement No. 1) as appended to the Plat of Subdivision of Southpark Mall Subdivision First Addition recorded Mark 11, 2006 in Plat Book 47, page 415 as Document No. 2006-11052.

4460 16th Street

No legal description available.

4480 16th Street

No legal description available.

4500 16th Street (Parcels 07-14989; 07-14989-1; 07-14989-2; and 07-14989-3)

Lot 4 of Southpark Mall Subdivision First Addition; situated in the City of Moline, Rock Island County, Illinois; according to the Plat thereof recorded May 11, 2006 in Plat Book 47. Page 415 as Document No. 2006-1 1052.

EXCEPTING therefrom the following described parcels.

Lots 1, 2, 5, and 6 of Southpark Mall Second Addition; situated in the City of Moline, Rock Island County, Illinois; according to the Plat thereof recorded December 4, 2007 in Plat Book 48. Page 27 as Document No. 2007-29528.

ALSO EXCEPTING:

Lot 1 Nellis First Addition; situated in the City of Moline, Rock Island County, Illinois; according the Plat thereof recorded December 11, 2008 in Plat Book 48, page 56 as Document No. 2008-26392.

4510 16th Street

No legal description available.

4520 16th Street

No legal description available.

4540-4580 16th Street

No legal description available.

4600 16th Street (Parcel 07-15026)

Lots 1 and 2 and Part of Lot 4 in Southpark Mall Subdivision First Addition located in part of the Northwest Quarter (NW ¼) of Section 16, Township 17 North, Range 1 West

of the 4th Principal Meridian in the City of Moline, Rock Island County, Illinois more particularly described as follows:

Lots 1 and 2

Commencing at the northwest corner of the Northwest Quarter (NW ¼) of said Section 16; Thence, North 89° 19' 30" East, along the north line of said Northwest Quarter (NW ¼) 546.65 feet;

Thence, South 00° 02' 48" East, a distance of 1321.76 feet;

Thence, North 89° 12' 00" East, 50.0 feet to the easterly right of way line of 16th Street in said City of Moline;

Thence, North 00° 02' 48" West, along said easterly right of way line 378.04 feet;

Thence, North 00° 57' 12" West, 270.13 feet;

Thence, North 26° 25' 23" East, 76.18 feet;

Thence, North 70° 05' 56" East, 72.93 feet to the Point of Beginning for said Lots 1 and 2;

From the Point of Beginning, thence South 89° 22' 10" West, 47.80 feet;

Thence, North 00° 20' 05" west, 320.00 feet;

Thence, North 89° 22' 10" East, 434.75 feet;

Thence, South 00° 20' 05" East, 320.00 feet;

Thence, South 89° 22' 10" West, 386.95 feet to the Point of Beginning, containing 3.19 acres, more or less.

Lot 5

A part of Lot 4 in Southpark Mall Subdivision First Addition located in part of the Northwest Quarter (NW ¼) of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, Rock Island County, Illinois, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter (NW ¼) of said Section 16;

Thence, North 89° 19' 30" East, along the north line of said Northwest Quarter (NW ¼), 546.65 feet;

Thence, South 00° 02' 48" East, a distance of 1321.76 feet;

Thence, North 89° 12' 00" East, 50.0 feet to the Easterly right of way line of 16th Street in said City of Moline;

Thence, South 00° 00' 05" West, 318.57 feet on said easterly right of way line;

Thence, North 89° 45' 35" East, 39.71 feet to the Point of Beginning;

From the Point of Beginning, thence North 89° 45' 35" East, 148.51 feet;

Thence, Southeasterly on a curve to the right, said curve having a radius of 18.00 feet, a central angle 89° 45' 55", with a chord bearing South 45° 19' 58" East, 25.41 feet;

Thence, South 00° 25' 30" East, 201.00 feet;
Thence, South 89° 45' 35" West, 168.00 feet;
Thence, North 00° 01' 14" West , 218.94 feet to the Point of Beginning, containing 0.84 acre, more or less.

Lot 6

A part of Lot 4 in Southpark Mall Subdivision First Addition located in part of the Northwest Quarter (NW ¼) of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, Rock Island County, Illinois, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter (NW ¼) of said Section 16;

Thence, North 89° 19' 30" East, along the north line of said Northwest Quarter (NW ¼), 546.65 feet;

Thence, South 00° 02' 48" East, a distance of 1321.76 feet;

Thence, North 89° 12' 00" East, 50.0 feet to the Easterly right of way line of 16th Street in said City of Moline;

Thence, North 00° 02' 48" West, 378.04 feet on said easterly right of way line;

Thence, North 89° 20' 40" East, 39.76 feet to the Point of Beginning;

From the Point of Beginning, thence North 00° 01' 14" West, 178.13 feet;

Thence, North 89° 34' 07" East, 157.92 feet to the west line of Easement number 1 as described and platted on Southpark Mall Subdivision First Addition, the plat of said Addition being recorded May 11, 2006 in Plat Book 47 at page 415 in the Rock Island County Recorder of Deeds office;

Thence, South 00° 57' 12" East, 149.60 feet on said west line;

Thence, Southwesterly on a curve to the right, said curve having a radius of 22.00 feet, a central angle of 82° 53' 37", with a chord bearing South 40° 29' 36" West, 29.12 feet;

Thence, South 81° 56' 25" West, 46.29 feet to the north line of said Easement number 1;

Thence, South 89° 20' 40" West, 95.61 feet on said north line to the Point of Beginning, containing 0.64 acre, more or less.

4610-4680 16th Street

No legal description available.

4750 16th Street

No legal description available.

1601 52nd Avenue (07-13011)

Lot 1 in Ekhco 5th addition, a part of the West half of fractional Section 16, Township 17 North, Range 1 West of the Fourth Principal Meridian, situated in the City of Moline, in Rock Island County, Illinois.

And other outlots along 16th Street between John Deere Road and 52nd Avenue, including frontage along any public or private street lots that have not yet been assigned addresses. And in lieu thereof, make payment of \$20,000 to be deposited into the City's sidewalk fund for future sidewalks to be installed in alternative locations as the City sees fit.

Section 2 – That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

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

Section 4 – That this ordinance shall 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

July 19, 2016

Date

Passed: July 19, 2016

Approved: July 26, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 4039-2016

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Bier Stube Metalfest scheduled for Saturday, July 30, 2016.

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

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

Saturday, July 30, 2016, 12:00 p.m. to 12:00 a.m.

Alley in the 400 block between 14th and 15th Streets,
the closure is to be from the westernmost side of 15th Street to
the west end of Bier Stube Biergarten.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No. 4040-2016
Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with Slide the City scheduled for Saturday, August 06, 2016.

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

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

Saturday, August 06, 2016, 4:00 a.m. to 11:00 p.m.

All lanes of 15th Street from the southernmost side of 6th Avenue to the northernmost side of 13th Avenue.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

July 12, 2016
Date

Passed: July 12, 2016

Approved: July 19, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney