



# MOLINE CITY COUNCIL AGENDA

Tuesday, June 12, 2012

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## CONSENT AGENDA

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

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

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of June 5, 2012.

## SECOND READING ORDINANCE

### 1. Council Bill/General Ordinance 3015-2012

An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain tract of land totaling 0.899-acres located south of 7030 44<sup>th</sup> Avenue and east of 6602 John Deere Road into the City of Moline.

**EXPLANATION:** This ordinance approves annexation of Zimmerman Honda's offsite stormwater detention property.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Record by City

### 2. Council Bill/General Ordinance 3016-2012

An Ordinance amending the Zoning Ordinance of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103. (*Zemma, LLC; Richard C. Parsons and Janet K. Parsons; south of 7030 44<sup>th</sup> Avenue and east of 6602 John Deere Road*)

**EXPLANATION:** Following annexation, this ordinance will rezone the site from AG-2 to B-3 Planned Unit Development (PUD) and also approve the amended PUD plan for Zimmerman Honda's offsite stormwater detention property.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Record by City

### 3. Council Bill/Special Ordinance 4020-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with Ride the River scheduled for Sunday, June 17, 2012.

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

**FISCAL IMPACT:** N/A

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

## **RESOLUTION**

### **4. Council Bill/Resolution 1186-2012**

A Resolution Accepting the Comprehensive Annual Financial Report prepared by McGladrey & Pullen, LLP for the Fiscal Year January 1, 2011 through December 31, 2011 for all municipal funds.

**EXPLANATION:** The Comprehensive Annual Financial Report for the City of Moline for the fiscal year ended December 31, 2011 is submitted for City Council acceptance. The primary objectives of a financial audit are: (1) to express an opinion on the fairness of the financial statements in conformity with generally accepted accounting principles; and (2) to determine whether the City has complied with applicable legal requirements in obtaining and expending public funds.

**FISCAL IMPACT:** Sound Fiscal Management

**PUBLIC NOTICE/RECORDING:** File with various governmental agencies

### **5. Council Bill/Resolution 1187-2012**

A Resolution authorizing the purchase of one hundred (100) Lenovo ThinkCentre M71e Mini-towers from Computers on the Move at a cost of \$47,385.25.

**EXPLANATION:** Most of the City's current workstations were purchased in 2007 or before, have fulfilled their useful lifecycle, and are no longer under warranty. Requests for Proposals was published and closed on May 18, 2012. Seven responses were received, with Computers on the Move submitted the most advantageous proposal with a total cost of \$47,385.25 for 100 Lenovo ThinkCentre M71e Mini-towers. Staff budgeted \$60,000 for this purchase and will use remaining funds to supplement the City's stock of monitors and for specific PC upgrades as necessary.

**FISCAL IMPACT:** \$47,385.25 from the Information Technology Equipment fund.

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

### **6. Council Bill/Resolution 1188-2012**

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with Windstream, KDL, Inc. to install fiber optic cable in right-of-way.

**EXPLANATION:** Windstream, KDL, Inc. wishes to install fiber optic cable in right-of-way at four different locations; (1) 12<sup>th</sup> Ave. right-of-way from 34<sup>th</sup> St. to 41<sup>st</sup> St., then north in 41<sup>st</sup> St. right of way to the Moline Housing Authority property at 1150 41<sup>st</sup> St.; (2) 17<sup>th</sup> St. right-of-way at 825 17<sup>th</sup> St.; (3) 34<sup>th</sup> Ave. right-of-way from 60<sup>th</sup> St. to 70<sup>th</sup> St., and then south in 70<sup>th</sup> St. right-of-way to the Black Hawk College property located at 6600 34<sup>th</sup> Ave.; (4) 34<sup>th</sup> St. right-of-way at 3316 Avenue of the Cities. The installer will be Custom Underground, Inc. but the licensee will actually be Windstream KDL, Inc., not Custom Underground Inc., as initially presented at the Committee-of-the-Whole.

**FISCAL IMPACT:** \$560 application fee and \$30 annual fee to the City

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

### **7. Council Bill/Resolution 1189-2012**

A Resolution authorizing the Mayor and City Clerk to execute an Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District ("MetroLINK") to allow MetroLINK dock use for its Channel Cat Water Taxi Service.

**EXPLANATION:** The City took ownership of the docks by the i wireless Center last year from the Illinois Quad City Civic Center Authority pursuant to the Second Amendment to the River Edge Enhancement Agreement. MetroLINK has operated the Channel Cat water shuttle service from the westernmost dock at this location and would like to continue to do so. This Agreement continues the prior arrangement for use of the dock at no cost to MetroLINK but does require MetroLINK to defend, indemnify and hold harmless the City from any claims arising out of the operation of the Channel Cat or MetroLINK's use of the dock.

**FISCAL IMPACT:** N/A

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

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**FIRST READING ORDINANCE**

**8. Council Bill/Special Ordinance 4021-2012**

A Special Ordinance authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 933 32<sup>nd</sup> Avenue A, Moline, to Red Oak Custom Homes, Inc.

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

**EXPLANATION:** The City acquired the property at 933 32<sup>nd</sup> Avenue A as a result of abandoned building proceedings and hoped to repair and restore said property through its community development rehabilitation program. However, there were not enough available community development funds to complete this project. As such, the City published a request for proposals for the purchase and rehabilitation of 933 32<sup>nd</sup> Avenue A on April 19, 2012, and Red Oak Custom Homes, Inc., submitted the proposal most advantageous to the City. Red Oak Custom Homes, Inc., has offered to purchase 933 32<sup>nd</sup> Avenue A for \$52,800.00 and promises to complete interior and exterior repair and restoration of the building on said property within three (3) months of the date of possession of said property. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property.

**FISCAL IMPACT:** N/A

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

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

Members of the public are permitted to speak after first stating their name and address.

**EXECUTIVE SESSION**

Council Bill/General Ordinance No. 3015-2012

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

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

A certain tract of land totaling 0.899-acres located south of 7030 44<sup>th</sup> Avenue and east of 6602 John Deere Road (Richard C. Parsons and Janet K. Parsons).

\_\_\_\_\_

WHEREAS, a written petition filed by the Richard C. Parsons and Janet K. Parsons has been filed in the Office of the City Clerk requesting that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to the trustees of the South Moline Rural Fire Protection District of the pending annexation and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

**Section 1** – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit “A,” is hereby annexed to the City of Moline, Illinois.

That part of a parcel conveyed by trustee’s deed, document number 95-01867, located in the Northwest Quarter of Section 13, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, Rock Island County, Illinois, described as follows:

Commencing at the Northeast Corner of Lot 2 of Zimmerman First Addition;

Thence South 00 Degrees 02 Minutes 29 Seconds West along the East line of the West half of the East half of the Northwest Quarter of said Section 13 and the East Line of said subdivision, a distance of 453.65 feet to the point of beginning, said point being the Southeast corner of said subdivision;

Thence continuing along said line, South 00 Degrees, 02 Minutes 45 Seconds West, a distance of 290.05 feet to the Southeast corner of said parcel conveyed by trustee's deed;

Thence along the Southerly line of said parcel, North 89 Degrees 56 Minutes 10 Seconds West, a distance of 135.00 feet;

Thence North 00 Degrees 02 Minutes 45 Seconds East a distance of 290.05 feet to a point on the Southerly line of Lot 2 of said subdivision;

Thence South 89 degrees 56 Minutes 10 Seconds East along said subdivision line a distance of 135 feet to the point of beginning.

For the purpose of this description the East line of Lot 2 of Zimmerman First Addition has an assumed bearing of South 00 Degrees 02 Minutes 29 Seconds West.

The above described tract contains 0.899 acres.

**Section 2** – That the area above described and annexed shall be and hereby becomes a part of Ward 7 upon the effective date hereof.

**Section 3** – That the area above described and annexed shall be and hereby is zoned “AG-2” (General Agricultural District) upon the effective date hereof pursuant to Section 35-3105 of the Moline Zoning and Land Development Code, and that the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code.

**Section 4** – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit “A.”

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to Form:

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

# ANNEXATION PLAT OF TRACT 1

TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS  
BEING PART OF A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 13,  
TOWNSHIP 17N., R-1 WEST OF THE 4TH PM IN THE COUNTY OF ROCK ISLAND, ILLINOIS

**ZONING:**  
B3 PUD DISTRICT  
(AFTER ANNEXATION &  
REZONING)

**AREA**  
39,157± SQ FT  
0.899± ACRES

PREPARED FOR: SUBDIVIDER:  
ZEMMA, LLC  
(DEVELOPER)  
2432 FULTON AVENUE  
DAVENPORT, IOWA 52803  
PHONE NO. (319) 737-1173

PREPARED BY:  
TOWNSEND ENGINEERING  
2224 E. 12th STREET  
DAVENPORT, IOWA 52803  
PHONE NO. (563) 386-4236

CURRENT OWNERS:  
RICHARD C. PARSONS  
JANET K. PARSONS  
6602 JOHN DEERE ROAD  
MOLINE, ILLINOIS  
61265

SURVEYED BY:  
C. LEHMAN LAND SURVEYING  
#2 TIMBER RIDGE DRIVE  
COAL VALLEY, IL 61240  
PH. (309) 799-7702 CELL (563) 340-9448

**LEGAL DESCRIPTION**

THAT PART OF A PARCEL CONVEYED BY TRUSTEE'S DEED, DOCUMENT NUMBER 95-01867, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF ZIMMERMAN FIRST ADDITION;

THENCE SOUTH 00 DEGREES 02 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13 AND THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 453.65 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE CONTINUING ALONG SAID LINE, SOUTH 00 DEGREES 02 MINUTES 45 SECONDS WEST, A DISTANCE OF 290.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL CONVEYED BY TRUSTEE'S DEED;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, NORTH 89 DEGREES 56 MINUTES 10 SECONDS WEST, A DISTANCE OF 135.00 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 45 SECONDS EAST, A DISTANCE OF 290.05 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 2 OF SAID SUBDIVISION;

THENCE SOUTH 89 DEGREES 56 MINUTES 10 SECONDS EAST ALONG SAID SUBDIVISION LINE, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION THE EAST LINE OF LOT 2 OF ZIMMERMAN FIRST ADDITION HAS AN ASSUMED BEARING OF SOUTH 00 DEGREES 02 MINUTES 29 SECONDS WEST.

THE ABOVE DESCRIBED TRACT CONTAINS 0.899± ACRES.

**LEGEND:**

- PLAT DISTANCES= (0.0')
- MEASURED DISTANCES= 0.0'
- BOUNDARY= \_\_\_\_\_
- MONUMENTS FOUND #5 REBAR W/CAP #35-2890 UNLESS NOTED = ○
- FOUND CONCRETE MONUMENT= □
- FOUND STONE= ⊙
- MONUMENTS SET #4 REBARS CAPPED "35-2816" = \*
- SECTION LINE= - - - - -
- EASEMENT= - - - - -
- SETBACK LINE= - - - - -
- CENTERLINE= - - - - -

 ANNEXATION TRACT

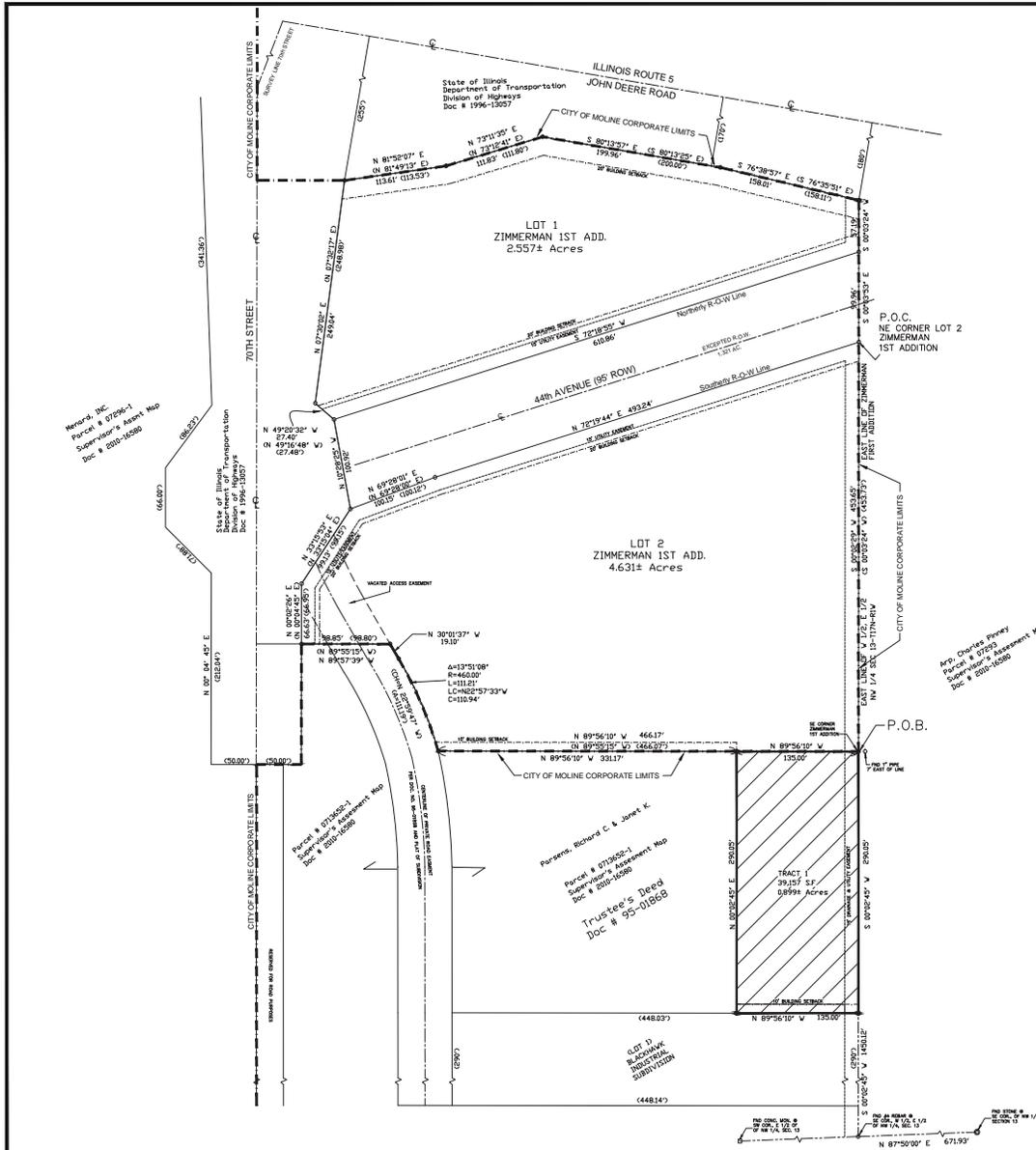
 CORPORATE LIMITS



1 inch = 60ft.



DATE SURVEY MADE: 08-01-2011



**TOWNSEND ENGINEERING**

DATE: 1-18-12  
DRAWN BY: MDR  
CHECKED BY: CRT  
DRAWING LOCATION: S:\Zimmerman\Moline Site\dwg\Final Plat 2nd Add.DWG

REVISION NO.	DATE	DESCRIPTION
1	5/2/12	Per CIDM surveyor comments of 4-17-12

Project: Annexation Plat  
Tract 1 - Part of Parcel # 0713652-1  
To The City of Moline, Illinois

Developer:  
ZEMMA, LLC  
2432 Fulton Ave.  
Davenport, IA 52803

SHEET NO.  
1 of 1

Exhibit "A"

AN ORDINANCE

AMENDING the Zoning Ordinance of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103. (*Zemma, LLC; Richard C. Parsons and Janet K. Parsons; south of 7030 44<sup>th</sup> Avenue and east of 6602 John Deere Road*).

\_\_\_\_\_  
WHEREAS, the Plan Commission has received a request for rezoning sufficient in form and content; and

WHEREAS, the Plan Commission, after public hearing upon proper notice, has made its recommendation; and

WHEREAS, this Council's Committee of the Whole has considered said request and recommendation and made its own recommendation; and

WHEREAS, this Council finds and declares that a change from AG-2 to B-3 P.U.D. zoning will more accurately reflect the comprehensive plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Ordinance.

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

**Section 1** - That the following described territory shall be, and the same is, hereby changed from zoning classification "AG-2" (General Agricultural District), as provided in Section 35-3210 of said Zoning Ordinance, to zoning classification "B-3 P.U.D." (Community Business District Planned Unit Development Zone), as provided in Section 35-3700 of said Zoning Ordinance.

That part of a parcel conveyed by trustee's deed, document number 95-01867, located in the Northwest Quarter of Section 13, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, Rock Island County, Illinois, described as follows:

Commencing at the Northeast Corner of Lot 2 of Zimmerman First Addition;

Thence South 00 Degrees 02 Minutes 29 Seconds West along the East line of the West half of the East half of the Northwest Quarter of said Section 13 and the East Line of said subdivision, a distance of 453.65 feet to the point of beginning, said point being the Southeast corner of said subdivision;

Thence continuing along said line, South 00 Degrees, 02 Minutes 45 Seconds West, a distance of 290.05 feet to the Southeast corner of said parcel conveyed by trustee's deed;

Thence along the Southerly line of said parcel, North 89 Degrees 56 Minutes 10 Seconds West, a distance of 135.00 feet;

Thence North 00 Degrees 02 Minutes 45 Seconds East a distance of 290.05 feet to a point on the Southerly line of Lot 2 of said subdivision;

Thence South 89 degrees 56 Minutes 10 Seconds East along said subdivision line a distance of 135 feet to the point of beginning.

For the purpose of this description the East line of Lot 2 of Zimmerman First Addition has an assumed bearing of South 00 Degrees 02 Minutes 29 Seconds West.

The above described tract contains 0.899 acres.

**Section 2** - That this B-3 P.U.D. zoning authorizes and limits the development of the hereindescribed real estate only in conformity with the P.U.D. plan attached hereto and incorporated herein by this reference thereto as Exhibit "A" and approved hereby.

**Section 3** - That the Zoning Administrator is hereby directed to correct the zoning map as provided in Section 35-3103 of the Moline Zoning Ordinance and to enter a notation thereon, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the B-3 P.U.D. (Community Business District Planned Unit Development Zone).

**Section 4** - That the attached P.U.D. plan shall prevail for stormwater management purposes and the P.U.D. plan approved with Council Bill/General Ordinance 3038-2011 shall be amended herewith by eliminating all references to onsite stormwater detention/retention at Zimmerman Honda, 7030 44<sup>th</sup> Avenue.

**Section 5** - That the foregoing amendment to the Moline Zoning Ordinance was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning Ordinance, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

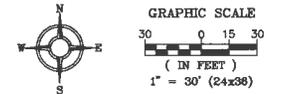
Approved: \_\_\_\_\_

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

Approved as to Form:

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

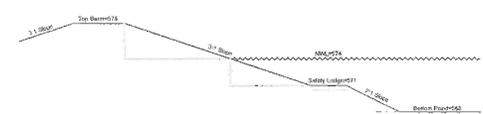
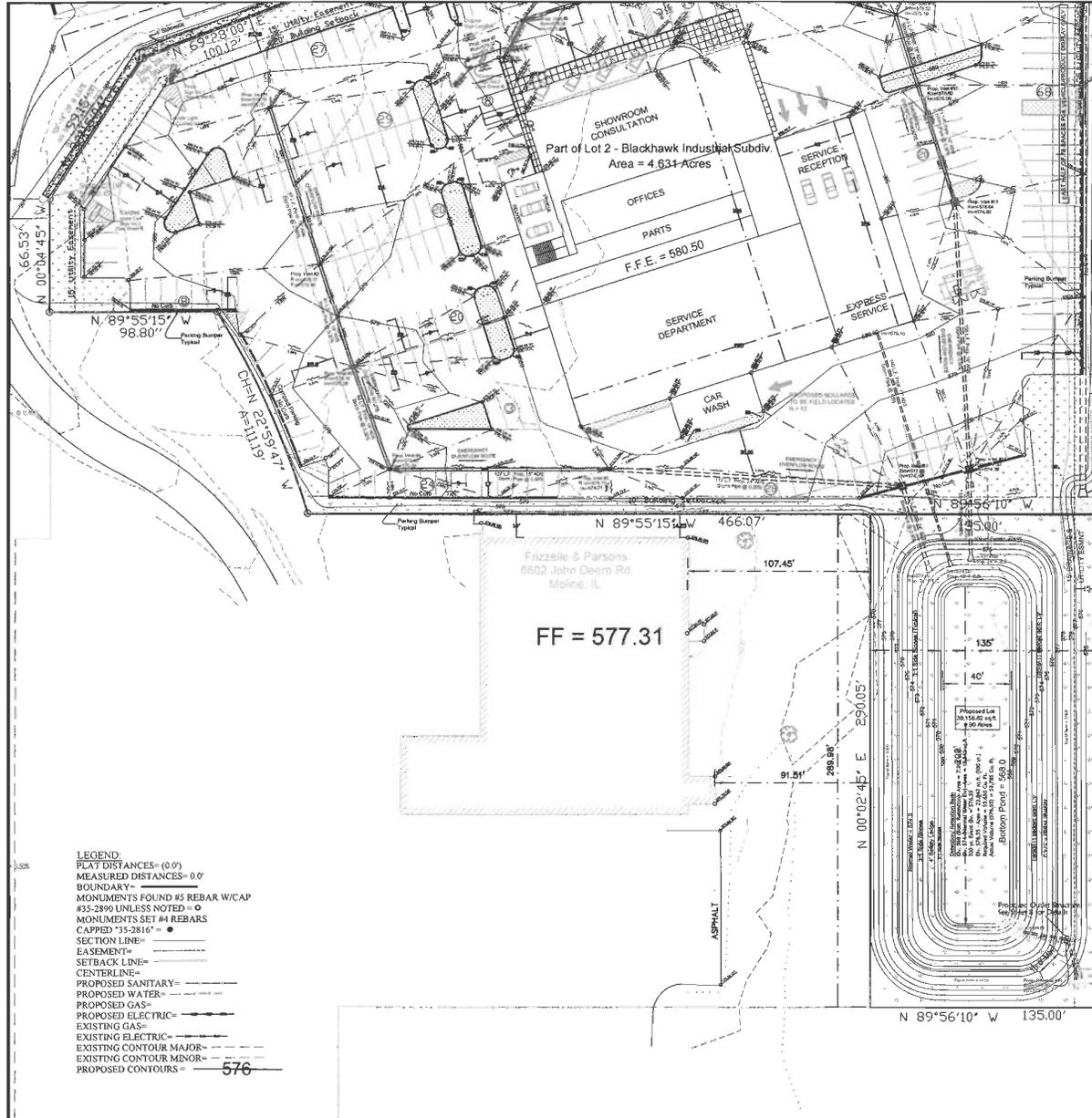
Site Construction Plans  
**LOT 2 - ZIMMERMAN FIRST ADDITION**  
 GRADING PLAN  
**ZIMMERMAN HONDA**  
 CITY OF MOLINE, ROCK ISLAND COUNTY, IL



QUANTITIES: SOUTH LOT DETENTION

Item	Description	Units	Qty.
1.	SILT FENCE	L.F.	720
2.	EARTHWORK CUT	C.Y.	3,255
3.	EARTHWORK FILL - DET. BERM	C.Y.	3,600
4.	18" ADS STORM PIPE	L.F.	50
5.	FLARED-END SECTIONS 12"	EA.	1
6.	24" ADS STORM PIPE	L.F.	50
7.	FLARED-END SECTIONS 24"	EA.	1
8.	DETENTION OUTLET STRUCTURE	EA.	1
9.	RIP RAP	TONS	50
10.	SEEDING	AC	1.05

\*\* EARTHWORK FILL QUANTITY BASED ON 20% COMPACTION FACTOR



CROSS SECTION OF POND - NOT TO SCALE

- LEGEND:**  
 PLAT DISTANCES= (0.0')  
 MEASURED DISTANCES= 0.0'  
 BOUNDARY= ---  
 MONUMENTS FOUND #5 REBAR W/CAP  
 #35-2890 UNLESS NOTED= ○  
 MONUMENTS SET #4 REBARS  
 CAPPED "35-2816"= ●  
 SECTION LINE= ---  
 EASEMENT= ---  
 SETBACK LINE= ---  
 CENTERLINE= ---  
 PROPOSED SANITARY= ---  
 PROPOSED WATER= ---  
 PROPOSED GAS= ---  
 PROPOSED ELECTRIC= ---  
 EXISTING GAS= ---  
 EXISTING ELECTRIC= ---  
 EXISTING CONTOUR MAJOR= ---  
 EXISTING CONTOUR MINOR= ---  
 PROPOSED CONTOURS = 576

- GENERAL NOTES**
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.



DATE: 10/31/11  
 PROJECT NO.: 563 386.4236 386.4231  
 2224 East 12th Street, Davenport, IA 52703

DRAWN BY: MDR  
 CHECKED BY: CRT  
 DRAWING LOCATION: S:\Zimmerman\Moline Site\dwg\Construction Plans\Construction Plans.dwg

REVISIONS:		
NO.	DESCRIPTION	DATE
1	Changes per City of Moline - 11-16-11: All Sheets	12-20-11
2	Changes per City of Moline - 1-16-12: All Sheets	2-12-12

Project: GRADING PLAN  
 Zimmerman Cars  
 Proposed Location

Developer: ZEMMA, LLC  
 2432 Fulton Avenue  
 Davenport, IA 52803

SHEET NO.  
**C3**

Exhibit "A"

Council Bill/Ordinance No.: 4020-2012

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 Ride the River scheduled for Sunday, June 17, 2012.

\_\_\_\_\_

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

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

Sunday, June 17, 2012, from 5:00 a.m. until 4:00 p.m.

All lanes of 17<sup>th</sup> Street from the northernmost side of River Drive to the north end of the street;  
Easternmost lane of 55<sup>th</sup> Street from River Drive to Old River Drive;  
10 feet of the northernmost side of Old River Drive from the easternmost side of 55<sup>th</sup> Street to the northernmost lane of River Drive;  
Northernmost lane of River Drive from the northernmost side of Old River Drive to the western entrance of Celebration Belle.

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

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

City Clerk

Approved as to form:

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

Council Bill /Resolution No. 1186-2012

Sponsor \_\_\_\_\_

A RESOLUTION

ACCEPTING the Comprehensive Annual Financial Report prepared by McGladrey & Pullen LLP for the Fiscal Year 2011 for all municipal funds.

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

That the Comprehensive Annual Financial Report prepared by McGladrey & Pullen LLP for the Fiscal Year 2011 is hereby accepted by the City Council as an accurate reflection of the status of the City's finances as of December 31, 2011, which annual report shall be filed with the governmental agencies, financial institutions and other such appropriate offices designated within the proper time frame.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to maintain said audit as a public record in the Office of the City Clerk.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

June 12, 2012

\_\_\_\_\_  
Date

Passed: June 12, 2012

Approved: June 19, 2012

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

City Clerk

Approved as to Form:

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

Council Bill/Resolution No. 1187-2012

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

A RESOLUTION

AUTHORIZING the purchase of one hundred (100) Lenovo ThinkCentre M71e Mini-towers from Computers on the Move in the amount of \$47,385.25.

\_\_\_\_\_  
WHEREAS, the 2012 City of Moline budget allocated \$60,000 for the purchase of replacement PC workstations; and

WHEREAS, a Request for Proposals was published and the resulting proposals were opened on May 18, 2012; and

WHEREAS, Computers on the Move of Glendale, WI, submitted the proposal most advantageous to the City bid with a total cost of \$47,385.25;

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

That the IT Manager is hereby authorized to purchase one hundred (100) Lenovo ThinkCentre M71e Mini-towers from Computers on the Move at a cost of \$47,385.25.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

June 12, 2012

\_\_\_\_\_  
Date

Passed: June 12, 2012

Approved: June 19, 2012

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

City Clerk

Approved as to Form:

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

BID OPENING FOR: 100-PC Purchase						
DATE:	5/18/2012					
TIME:	2:20 PM					
LOCATION:	1640 6th Ave, IT Office					
ATTENDING:	NATE SCOTT - IT					
VENDOR NAME	Base PC Total Cost	Option 1 - Monitors	Option 1a - Speaker Bar	Option 2 - integrated speakers	all specs met	all RFP required docs/formatting present?
<b>Camera Corner/Connecting Point</b> P.O. Box 248 Green Bay, WI 54305	HP 6200 PRO PCs - <b>\$51,200</b> (microtower) Port to VGA adapters- <b>\$2,300</b> lift gate fee - <b>\$50</b> <b>total = \$53,550</b>	HP 22" LCD widescreen w/ 3 year warranty - <b>\$15,800</b> <b>total = \$69,350</b>	plus \$1,400 <b>total = \$70,750</b>	n/a	yes	yes
<b>Dell Marketing LP</b> One Dell Way Rock, TX 78682	Dell Optiplex 390 Minitower (w/ internal speaker) - \$57,329 + 909 = <b>\$58,238</b>	Dell P1911 19" widescreen (and PC speakers) - <b>\$68,427</b>	plus \$1,239 <b>total = \$69,666</b>	see base cost	yes	yes
<b>Computers on the Move</b> 6910 N. Crestwood Dr. Glendale, WI 53209	Lenovo ThinkCentre M71e minitower (w/ internal speaker) = <b>\$47,385.25</b>	Lenovo ThinkVision LT1952P 19" widescreen = \$16,250 total = <b>\$63,635.25</b>	plus \$2,999 <b>total = \$66,634.25</b>	see base cost	yes	yes
<b>Tallgrass Systems, LTD</b> 9501 W. 144th Street Orland Park, IL	HP 3405 PRO, w/ warranty and HDMI adapters - <b>\$60,550</b>	HP LA 2006 20" widescreen = \$14,050 total = <b>\$74,600</b>	plus \$1,850 <b>total = \$76,450</b>	n/a	yes	yes
<b>OM Office Supply</b> 5007 Carlisle Pike, Suite 101 Mechanicsburg, PA 17050	HP 6200 PRO PCs - \$53,300 (small form factor) total = <b>\$53,300</b>	HP LA 1951G = \$15,200 HP LA 2006x = \$12,700 best total = <b>\$66,250</b> HP LA 2206x = \$15,400	<b>not included</b>	n/a	yes	didn't say "Do Not Open" on envelope as specified
<b>CDS Office Technologies</b> 1913 North Knoxville Peoria, IL 61603	Lenovo ThinkCentre M77 (w/ internal speaker)- <b>\$61,700</b>	Dell P1911 19" widescreen - \$15,755 total = <b>\$77,455</b>	<b>n/a</b>	see base cost	yes	yes
<b>Howard Technology Solutions</b> 36 Howard Drive Ellisville, MS 39437	Howard H61 AMKB - <b>\$89,900</b>	two options specified - but no separate pricing	two options specified - but no separate pricing	n/a	yes	said "Sealed Bid", but not "Do Not Open"; didn't follow instructions for separate pricing of options

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with Windstream, KDL, Inc. to install fiber optic cable in right-of-way.

\_\_\_\_\_

WHEREAS, Windstream, KDL, Inc. wishes to install fiber optic cable in right-of-way at four different locations; (1) 12<sup>th</sup> Ave. right-of-way from 34<sup>th</sup> St. to 41<sup>st</sup> St., then north in 41<sup>st</sup> St. right of way to the Moline Housing Authority property at 1150 41<sup>st</sup> St.; (2) 17<sup>th</sup> St. right-of-way at 825 17<sup>th</sup> St.; (3) 34<sup>th</sup> Ave. right-of-way from 60<sup>th</sup> St. to 70<sup>th</sup> St., and then south in 70<sup>th</sup> St. right-of-way to the Black Hawk College property located at 6600 34<sup>th</sup> Ave.; (4) 34<sup>th</sup> St. right-of-way at 3316 Avenue of the Cities; and

WHEREAS, the placement of the fiber optic cable within the public right-of-way should not pose any hazards to motorists or pedestrians.

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 Licensing Agreement with Windstream, KDL, Inc. to install fiber optic cable in right-of-way at four different locations; (1) 12<sup>th</sup> Ave. right-of-way from 34<sup>th</sup> St. to 41<sup>st</sup> St., then north in 41<sup>st</sup> St. right of way to the Moline Housing Authority property at 1150 41<sup>st</sup> St.; (2) 17<sup>th</sup> St. right-of-way at 825 17<sup>th</sup> St.; (3) 34<sup>th</sup> Ave. right-of-way from 60<sup>th</sup> St. to 70<sup>th</sup> St., and then south in 70<sup>th</sup> St. right-of-way to the Black Hawk College property located at 6600 34<sup>th</sup> Ave.; (4) 34<sup>th</sup> St. right-of-way at 3316 Avenue of the Cities; provided said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
June 12, 2012

\_\_\_\_\_  
Date

Passed: June 12, 2012

Approved: June 19, 2012

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

Approved as to Form:

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

## Exhibit "A"

**LICENSEE:** Windstream, KDL, Inc. – 3701 Communications Way, Evansville, IN 47715

### LICENSING AGREEMENT

**PARTIES:** The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Windstream, KDL, Inc., 3701 Communications Way, Evansville, IN, 47715, hereinafter called the LICENSEE.

**PREMISES:** In right-of-way at four different locations; (1) 12<sup>th</sup> Ave. right-of-way from 34<sup>th</sup> St. to 41<sup>st</sup> St., then north in 41<sup>st</sup> St. right of way to the Moline Housing Authority property at 1150 41<sup>st</sup> St.; (2) 17<sup>th</sup> St. right-of-way at 825 17<sup>th</sup> St.; (3) 34<sup>th</sup> Ave. right-of-way from 60<sup>th</sup> St. to 70<sup>th</sup> St., and then south in 70<sup>th</sup> St. right-of-way to the Black Hawk College property located at 6600 34<sup>th</sup> Ave.; (4) 34<sup>th</sup> St. right-of-way at 3316 Avenue of the Cities.

**USE:** LICENSEE shall be allowed only to: Install fiber optic cable in the premises.

**INTEREST ACQUIRED:** LICENSEE acquires only the right to: Install fiber optic cable in the premises.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No possessory, possessory, leasehold, ownership, or other property right or interest, except as specifically given herein, is conveyed to or acquired by the LICENSEE and the CITY and LICENSEE specifically disclaim any such acquisition or conveyance.

**TERM:** The first term of this Licensing Agreement is from June 12<sup>th</sup>, 2012 to December 31, 2012. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE 'S submission of insurance certification and payment of fees. The CITY or the LICENSEE may terminate this Licensing Agreement by giving the other party 30 days written notice.

**FEE:** The applications fee is \$560. The annual usage charge is \$30.00.

**CONDITIONS:** LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE shall procure a policy of insurance also naming the CITY as additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises. Said policy or certificate of same shall be deposited with the CITY and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or at City's sole and exclusive option, said property on the premises shall become the property of the CITY - at the CITY's option.

Construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

By: Jeffrey T. Raymond

Date: 6/7/12

CITY OF MOLINE, ILLINOIS:

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

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

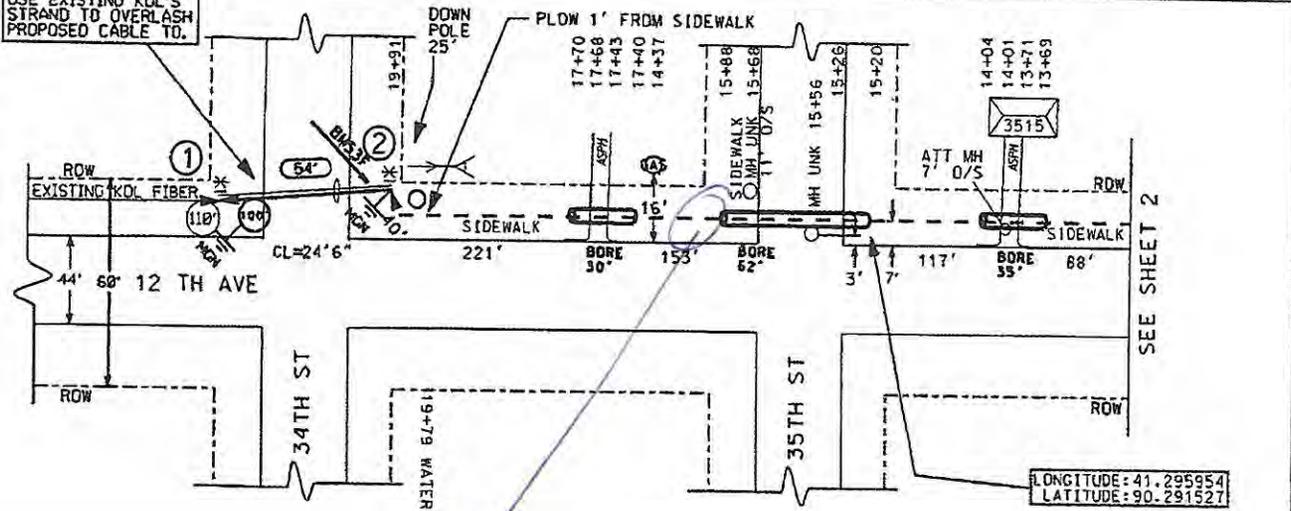
Approved as to Form:

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

① OWNER: PWR CO  
 USAGE: POLE# 123  
 ALT#: ALT#: TYPE: CLASS: NC  
 HEIGHT: 30'  
 LONGITUDE: 41.30000  
 LATITUDE: 90.292210  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 24'4"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HEIGHT:  
 MAKE READY:  
 HAPO(48)3M-1  
 HO1A-48  
 COMLA-1  
 WCOMLA-1  
 PM2A-1

② OWNER: PWR CO  
 USAGE: POLE# NT  
 ALT#: ALT#: TYPE: CLASS: NC  
 HEIGHT: 30'  
 LONGITUDE: 41.30004  
 LATITUDE: 90.292115  
 LOW PWR: 26'2"  
 STREET LIGHT:  
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 ATTACH3:  
 ATTACH4:  
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 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HEIGHT:  
 MAKE READY:  
 CD48E-154'  
 BM80F-2  
 PM2A-1  
 BM53F-1

USE EXISTING KOL'S STRAND TO OVERLASH PROPOSED CABLE TO.



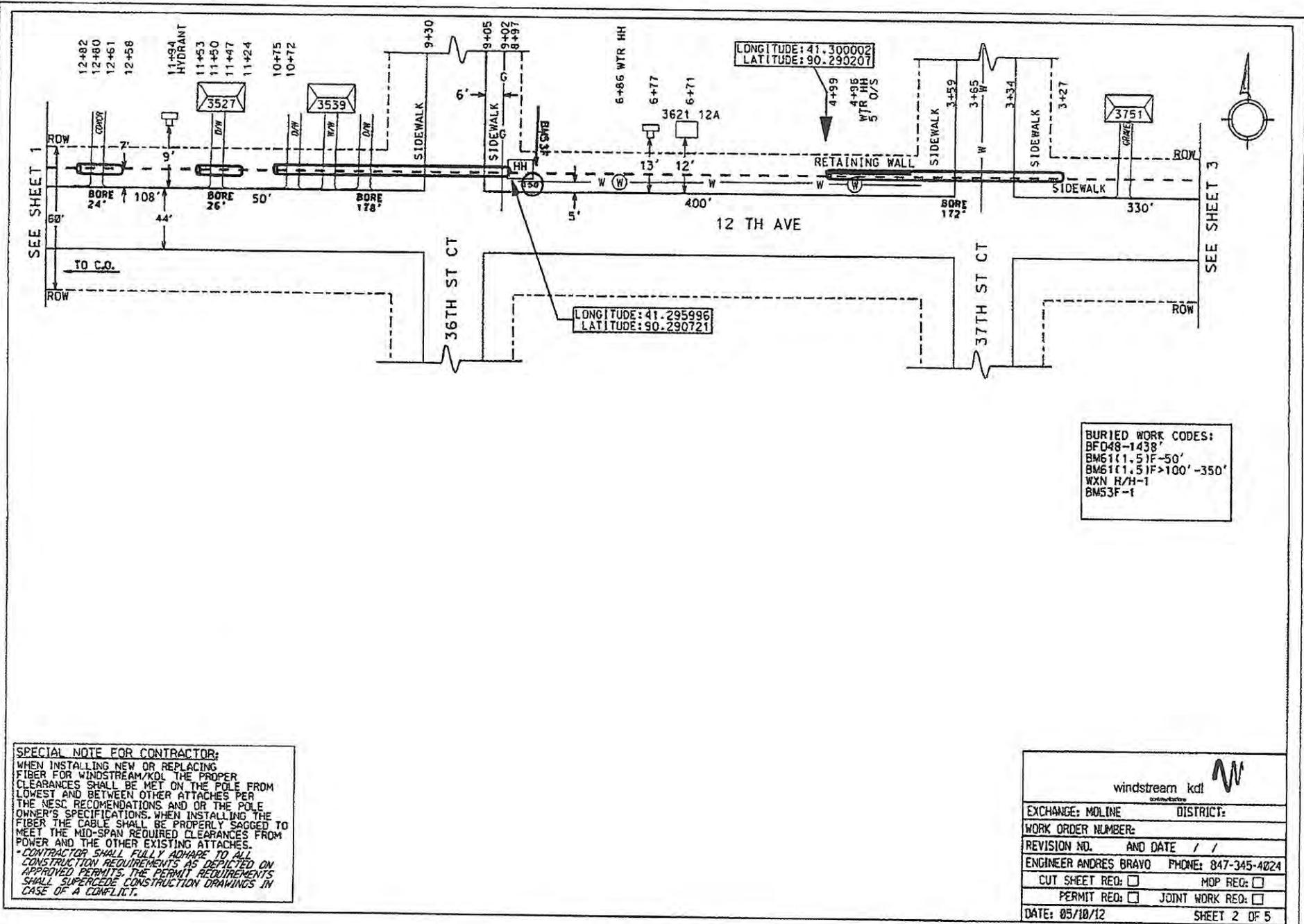
*ALL BORE*

BURIED WORK CODES:  
 BFD48-771  
 BM61(1.5)F-127'

**SPECIAL NOTE FOR CONTRACTOR:**  
 WHEN INSTALLING NEW OR REPLACING FIBER FOR WINDSTREAM/KOL THE PROPER CLEARANCES SHALL BE MET ON THE POLE FROM LOWEST AND BETWEEN OTHER ATTACHES PER THE NESC RECOMMENDATIONS AND OR THE POLE OWNER'S SPECIFICATIONS. WHEN INSTALLING THE FIBER THE CABLE SHALL BE PROPERLY SAGGED TO MEET THE MID-SPAN REQUIRED CLEARANCES FROM POWER AND THE OTHER EXISTING ATTACHES.  
 \* CONTRACTOR SHALL FULLY ADHERE TO ALL CONSTRUCTION REQUIREMENTS AS DEPICTED ON APPROVED PERMITS. THE PERMIT REQUIREMENTS SHALL SUPERCEDE CONSTRUCTION DRAWINGS IN CASE OF A CONFLICT.

windstream kdi 	
EXCHANGE: MO LINE	DISTRICT:
WORK ORDER NUMBER:	
REVISION NO.	AND DATE / /
ENGINEER ANDRES BRAVO PHONE: 847-345-4024	
CUT SHEET REQ: <input type="checkbox"/>	MDP REQ: <input type="checkbox"/>
PERMIT REQ: <input type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/10/12	SHEET 1 OF 5

*FAX - 309-524-2031*



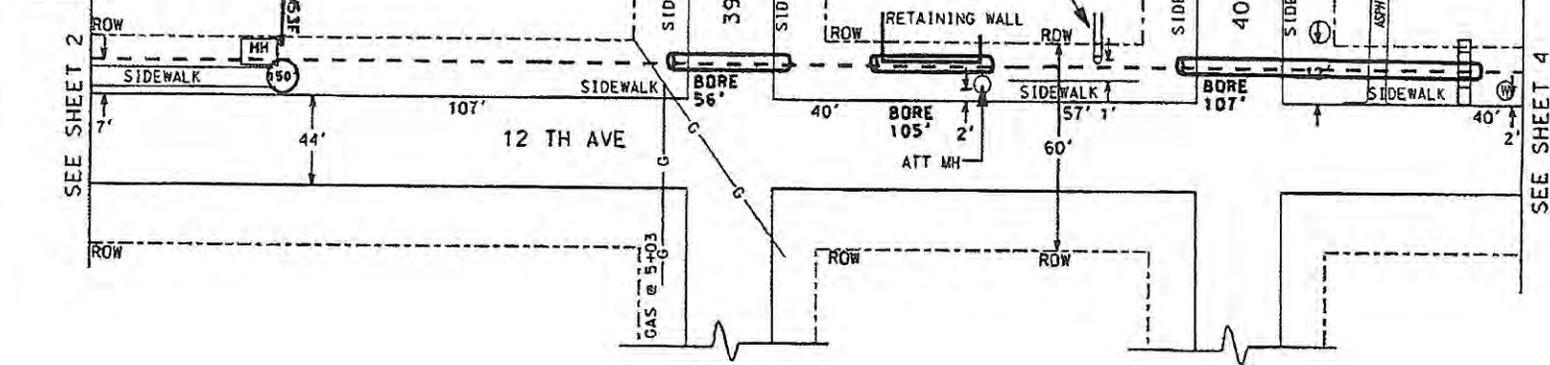
**SPECIAL NOTE FOR CONTRACTOR:**  
 WHEN INSTALLING NEW OR REPLACING FIBER FOR WINDSTREAM/KOL THE PROPER CLEARANCES SHALL BE MET ON THE POLE FROM LOWEST AND BETWEEN OTHER ATTACHES PER THE NESC RECOMMENDATIONS AND OR THE POLE OWNER'S SPECIFICATIONS. WHEN INSTALLING THE FIBER THE CABLE SHALL BE PROPERLY SAGGED TO MEET THE MID-SPAN REQUIRED CLEARANCES FROM POWER AND THE OTHER EXISTING ATTACHES.  
 - CONTRACTOR SHALL FULLY ADHERE TO ALL CONSTRUCTION REQUIREMENTS AS DEPICTED ON APPROVED PERMITS. THE PERMIT REQUIREMENTS SHALL SUPERCEDE CONSTRUCTION DRAWINGS IN CASE OF A CONFLICT.

**BURIED WORK CODES:**  
 BFD48-1438  
 BM61(1.5)F-50'  
 BM61(1.5)F>100'-350'  
 WXN H/H-1  
 BM53F-1

windstream kdt <small>Communications</small>	
EXCHANGE: MOLINE	DISTRICT:
WORK ORDER NUMBER:	
REVISION NO.	AND DATE / /
ENGINEER ANDRES BRAVO	PHONE: 847-345-4024
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/10/12	SHEET 2 OF 5

LONGITUDE: 41.300000  
LATITUDE: 90.292210

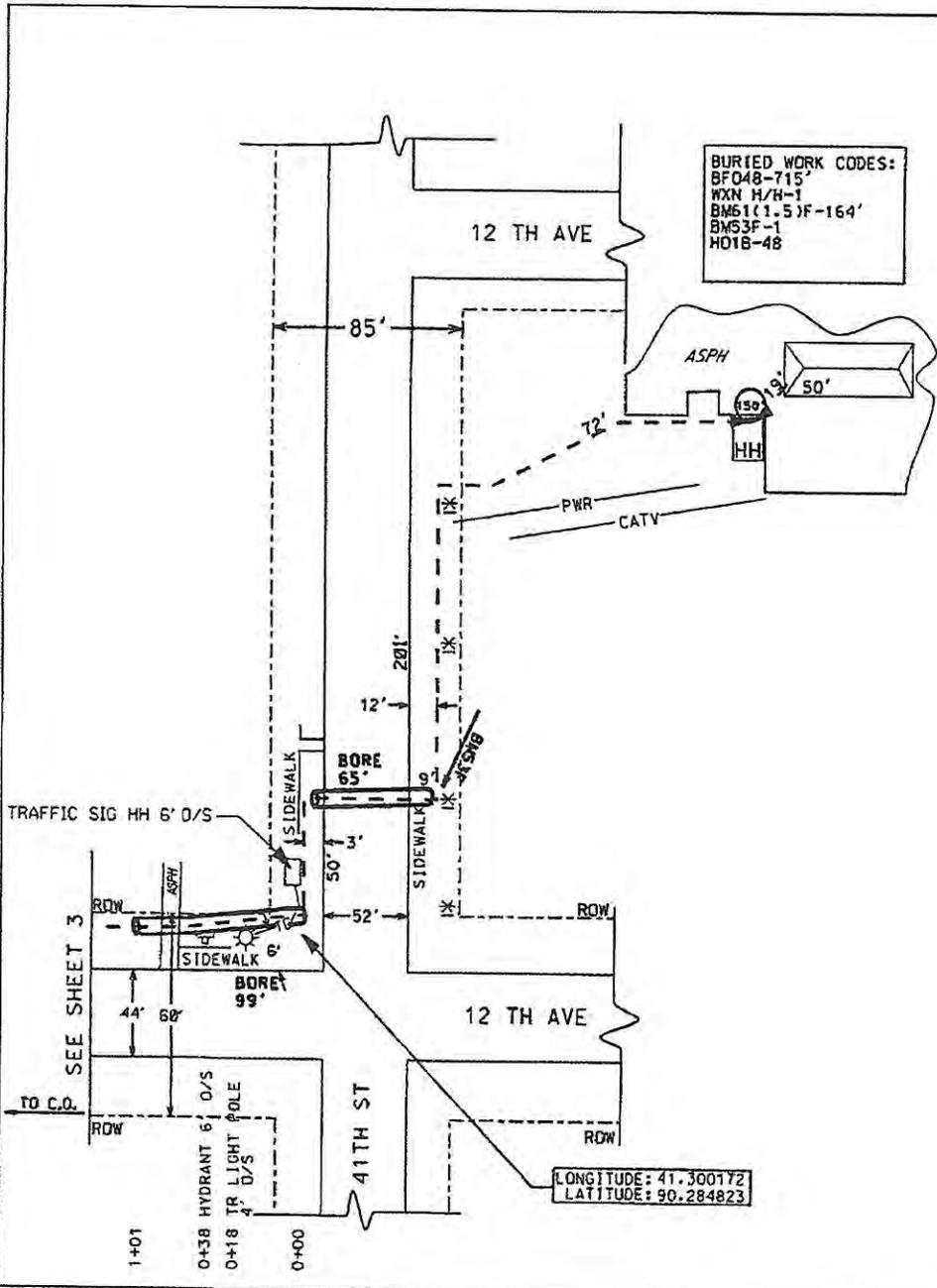
TO C.D.



**BURIED WORK CODES:**  
 BFD48-662'  
 BMS1(1.5)F-56'  
 BMS1(1.5)F>100'-212'  
 WXN H/H-1  
 BMS3F-1

**SPECIAL NOTE FOR CONTRACTOR:**  
 WHEN INSTALLING NEW OR REPLACING FIBER FOR WINDSTREAM/KDL THE PROPER CLEARANCES SHALL BE MET ON THE POLE FROM LOWEST AND BETWEEN OTHER ATTACHES PER THE NESC RECOMMENDATIONS AND OR THE POLE OWNER'S SPECIFICATIONS. WHEN INSTALLING THE FIBER THE CABLE SHALL BE PROPERLY SAGGED TO MEET THE MID-SPAN REQUIRED CLEARANCES FROM POWER AND THE OTHER EXISTING ATTACHES.  
 \* CONTRACTOR SHALL FULLY ADHERE TO ALL CONSTRUCTION REQUIREMENTS AS DEPICTED ON APPROVED PERMITS. THE PERMIT REQUIREMENTS SHALL SUPERCEDE CONSTRUCTION DRAWINGS IN CASE OF A CONFLICT.

windstream kdl 	
EXCHANGE: MOLINE	DISTRICT:
WORK ORDER NUMBER:	
REVISION NO.	AND DATE / /
ENGINEER ANDRES BRAVO PHONE: 847-345-4024	
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/10/12	SHEET 3 OF 5



**SPECIAL NOTE FOR CONTRACTOR:**  
 WHEN INSTALLING NEW OR REPLACING FIBER FOR WINDSTREAM/KDL THE PROPER CLEARANCES SHALL BE MET ON THE POLE FROM LOWEST AND BETWEEN OTHER ATTACHES PER THE NESC RECOMMENDATIONS AND OR THE POLE OWNER'S SPECIFICATIONS. WHEN INSTALLING THE FIBER THE CABLE SHALL BE PROPERLY SADDLED TO MEET THE MID-SPAN REQUIRED CLEARANCES FROM POWER AND THE OTHER EXISTING ATTACHES.  
 \*CONTRACTOR SHALL FULLY ADHARE TO ALL CONSTRUCTION REQUIREMENTS AS DEPICTED ON APPROVED PERMITS. THE PERMIT REQUIREMENTS SHALL SUPERSEDE CONSTRUCTION DRAWINGS IN CASE OF A CONFLICT.

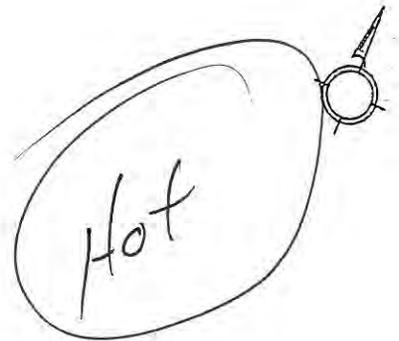
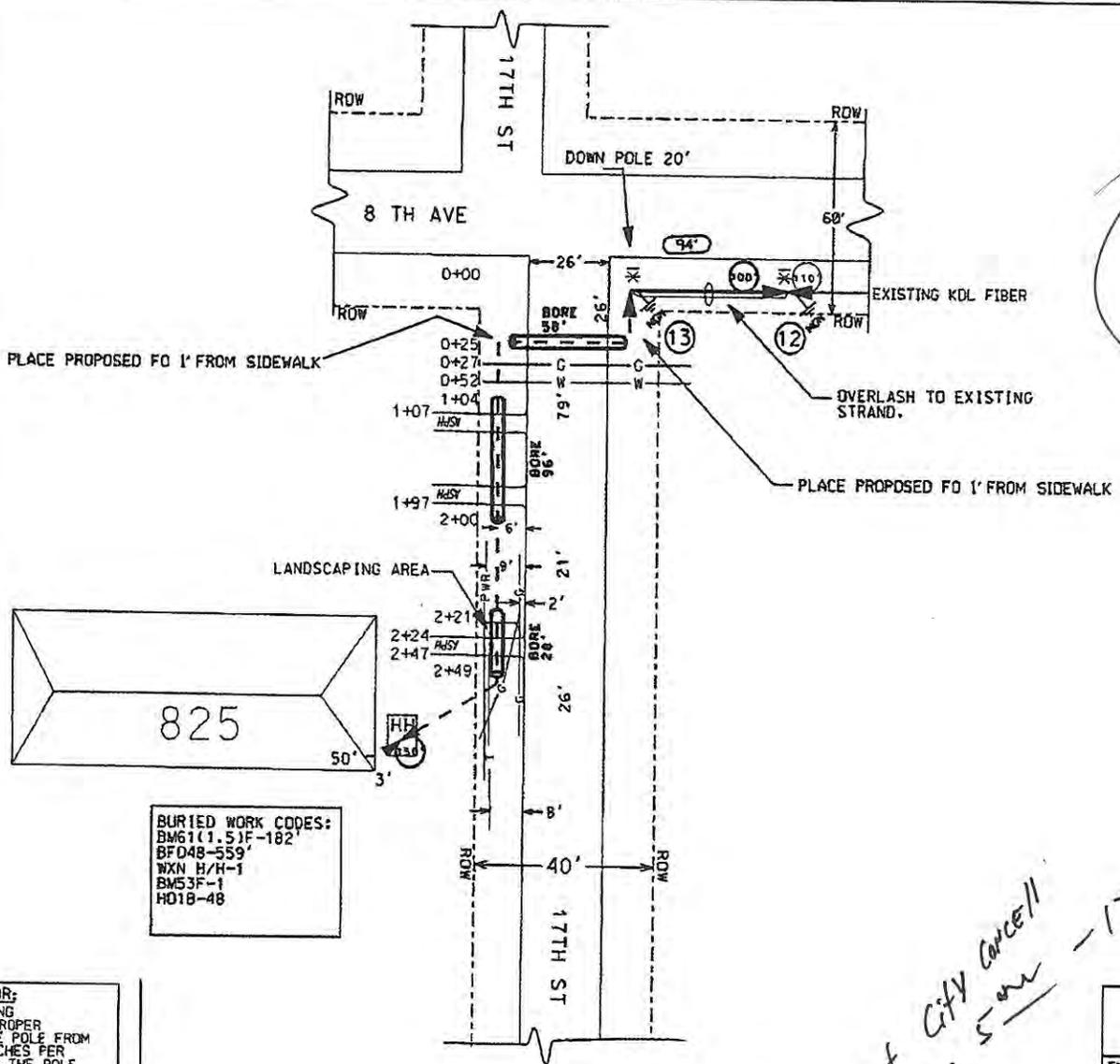
windstream kdl 	
EXCHANGE: MOLINE	DISTRICT:
WORK ORDER NUMBER:	
REVISION NO.	AND DATE / /
ENGINEER ANDRES BRAVO PHONE: 847-345-4024	
CUT SHEET REQ: <input type="checkbox"/>	MDP REQ: <input type="checkbox"/>
PERMIT REQ: <input type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/10/12	SHEET 4 OF 5

12 OWNER: PWR CD  
 USAGE: NT  
 POLE#: NT  
 ALT#: NT  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.301771  
 LATITUDE: 90.304083  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 17'8"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 MAKE READY:  
 HAPO(48)3M-1  
 HD1A-48  
 CDMLA-1  
 WCDMLA-1  
 PM2A-1

13 OWNER: PWR CD  
 USAGE: NT  
 POLE#: NT  
 ALT#: NT  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
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 LATITUDE: 90.304198  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 18'11"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 MAKE READY:  
 CD48E-194  
 BMB0F-2  
 PM2A-1

**SPECIAL NOTE FOR CONTRACTOR:**  
 WHEN INSTALLING NEW OR REPLACING FIBER FOR WINDSTREAM/KOI THE PROPER CLEARANCES SHALL BE MET ON THE POLE FROM LOWEST AND BETWEEN OTHER ATTACHES PER THE NESC RECOMMENDATIONS AND OR THE OWNER'S SPECIFICATIONS. WHEN INSTALLING THE FIBER THE CABLE SHALL BE PROPERLY SAGGED TO MEET THE MID-SPAN REQUIRED CLEARANCES FROM POWER AND THE OTHER EXISTING ATTACHES.  
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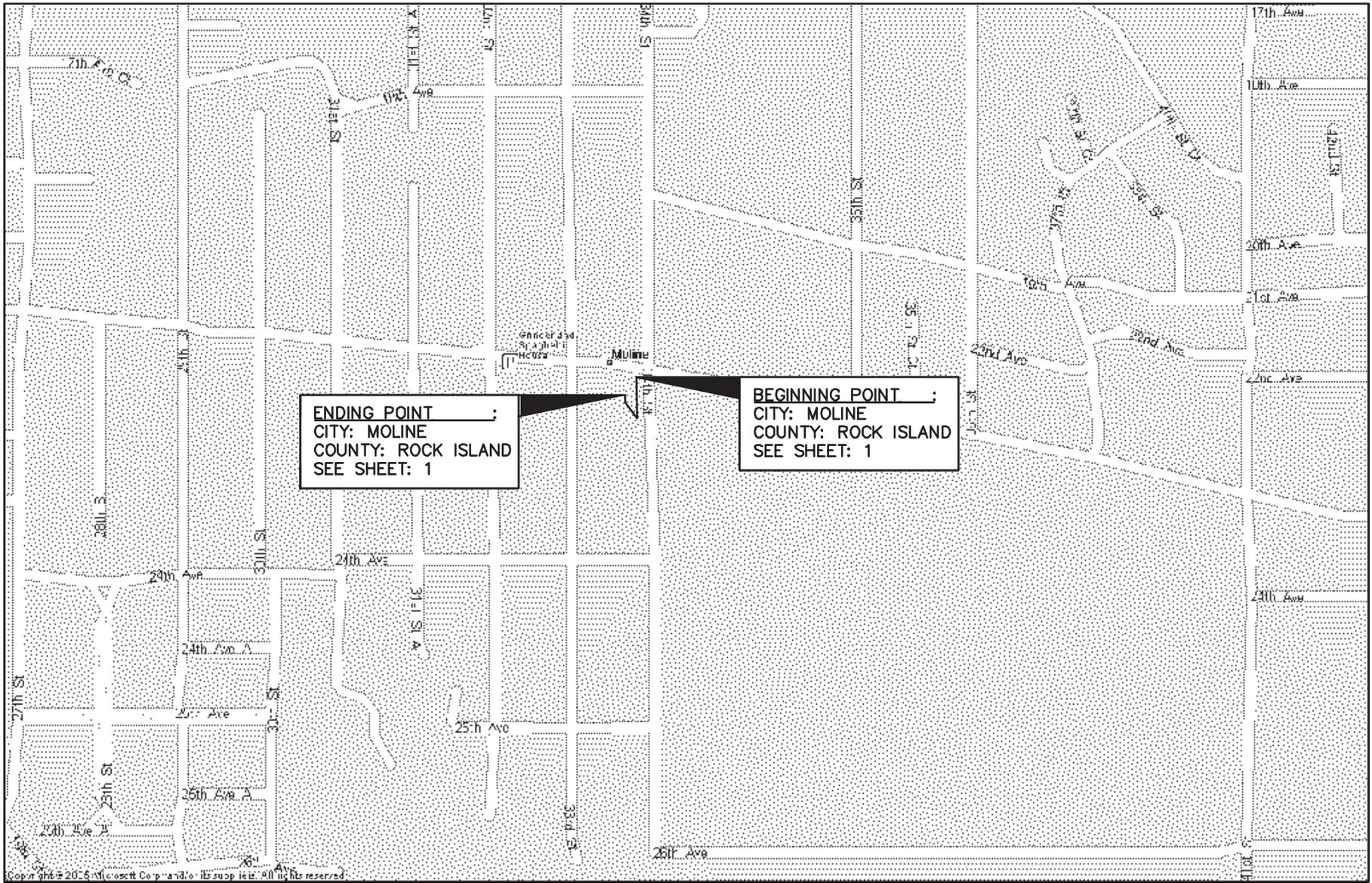
**BURIED WORK CODES:**  
 BM61(1.5)F-182  
 BFD48-559  
 WXN H/H-1  
 BM53F-1  
 HD18-48



*Next City Cancel  
 June 5<sup>th</sup> - 12*

windstream koi	
EXCHANGE: MOLINE	DISTRICT:
WORK ORDER NUMBER:	
REVISION NO.	AND DATE / /
ENGINEER ANDRES BRAVO PHONE: 847-345-4024	
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/10/12	SHEET 5 OF 5





**ENDING POINT** \_\_\_\_\_ ;  
 CITY: MOLINE  
 COUNTY: ROCK ISLAND  
 SEE SHEET: 1

**BEGINNING POINT** \_\_\_\_\_ ;  
 CITY: MOLINE  
 COUNTY: ROCK ISLAND  
 SEE SHEET: 1

ROUTE OVERVIEW



Council Bill/Resolution No. 1189-2012  
Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District (“MetroLINK”) to allow MetroLINK dock use for its Channel Cat Water Taxi Service.

WHEREAS, pursuant to the Second Amendment to the River Edge Enhancement Agreement dated October 4, 2011, the Illinois Quad City Civic Center Authority transferred its ownership of docks located on the Mississippi River near the i wireless Center to the City of Moline, and the City has continued to operate and maintain the docks; and

WHEREAS, the Rock Island County Metropolitan Mass Transit District (“MetroLINK”) has used the westernmost dock at the referenced location for the operation of its water shuttle service and wishes to continue said use; and

WHEREAS, this Agreement will allow MetroLINK to continue said use at no cost to MetroLINK pursuant to the covenants and conditions set forth in the Agreement, including MetroLINK’s indemnification to the City for any claims that may arise out of the operation of the water shuttle service and MetroLINK’s related use of the dock.

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 Rock Island County Metropolitan Mass Transit District (“MetroLINK”) to allow MetroLINK dock use for its Channel Cat Water Taxi Service; provided, however, that 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  
June 12, 2012  
Date

Passed: June 12, 2012  
Approved: June 19, 2012

Attest: \_\_\_\_\_  
City Clerk  
Approved as to Form:

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

## AGREEMENT FOR USE OF DOCKS FOR CHANNEL CAT WATER TAXI SERVICE

WHEREAS, the Illinois Quad City Civic Center Authority (the "Authority") owned docks located on the Mississippi River and contiguous to the Authority's property by the i wireless Center, formerly known as The MARK of the Quad Cities, that have been used, in part, by the Rock Island County Metropolitan Mass Transit District, an Illinois municipal corporation ("MetroLINK"), to provide private operation of water shuttle service to and from the Authority's property; and

WHEREAS, pursuant to the Second Amendment to the River Edge Enhancement Agreement executed on October 4, 2011, the Authority transferred its ownership of the docks to the City of Moline ("City") for the City to continue to operate and maintain the docks; and

WHEREAS, in order to promote the usage of the Authority's grounds and the usage of the River's Edge in the City as part of the City's Redevelopment Plan by users desiring to travel to the City by water transportation over the Mississippi River, the City desires to enter into an agreement with MetroLINK to continue water taxi service to and from the westernmost dock (the "City Dock"); and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, found at 5 ILCS 220/1 *et seq.*, both authorize and allow the type of agreement contained herein.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained and for other valuable consideration, the receipt of which is hereby acknowledged and subject to the following terms and conditions, the City and MetroLINK execute this agreement for the operation of water shuttle service to and from the City Dock with regular stops to the other Iowa and Illinois docking points along the Mississippi River as follows:

### SECTION 1. TERM.

1.1 Term. The Term of this Agreement shall commence on May 1, 2012 and terminate October 1, 2017.

1.2 Extension To Be Negotiated. An extension of the original term, if any, shall be at the sole discretion of the City on terms negotiated between the parties.

### SECTION 2. SCHEDULE.

2.1 Schedule. MetroLINK shall operate the water shuttle service in accordance with the schedule published in the 2011 schedule previously distributed by MetroLINK, as modified from time to time by the schedule posted at the City Dock ("Schedule"). The water shuttle service shall operate in good weather and shall not start prior to the Saturday prior to Memorial Day nor extend beyond October 1 of each year of the Agreement.

2.2 Off Season Access Restricted. The Dock shall be closed and locked during the off season and when hazardous conditions exist, as determined by the City.

### SECTION 3. FARE.

3.1 Fare Structure. MetroLINK shall establish a consistent Fare Structure to operate the water shuttle service.

### SECTION 4. PAYMENTS BY THE PARTIES.

4.1 Fee Paid to City by MetroLINK. MetroLINK agrees to pay the City for the use of the City Dock the fee of one dollar for the term of this Agreement.

### SECTION 5. OPERATIONS.

5.1 Docking Area. MetroLINK shall use its best efforts to operate safe and convenient docking facilities in conformance with the performance standards hereinafter described in Section 5.3.

5.2 Waiting Area. MetroLINK shall cooperate with the City in establishing a waiting area landside near the handicap-accessible entrance on the “west bumpout” depicted on Exhibit A; and MetroLINK shall be responsible for all communications to persons waiting to utilize MetroLINK’s passenger vessel service. To the extent that this area is maintained by the Quad City Civic Center Authority, the parties agree to work with the Authority to establish a waiting area.

5.3 Standard of Performance. MetroLINK agrees that the services provided hereunder shall conform to the standards from time-to-time prevailing for a first class passenger vessel service operating in waterfront downtown areas of Standard Metropolitan Statistical Areas similar in size to the Quad Cities. MetroLINK further agrees that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them, and the training, guidance and performance of such personnel shall reflect such a high standard of professional knowledge and judgment.

5.4 Conduct at the City Dock. During the operation of the water shuttle service, MetroLINK shall at all times cause itself, its employees, agents, and contractors to conduct themselves so as not to interfere with any other water craft operations at the City Dock. MetroLINK further agrees not to interfere with the Corp of Engineers, Coast Guard, Police boat, Fire boat, or public safety emergency operations around the City Dock. In addition, MetroLINK shall observe and obey all rules and regulations of the City, as well as the directives from responsible City personnel, and all other applicable laws, statutes, regulations, and permits or license requirements imposed or administered by other public agencies of competent jurisdiction.

5.5 Conduct. MetroLINK and any employees, agents, invitees, licensees, guests, or others authorized to be at the City Dock shall not participate in any detrimental, offensive, or objectionable activity.

5.6 MetroLINK's Representative. MetroLINK shall employ and designate in writing to the City a person whose duties shall include serving as MetroLINK's primary representative for all emergency situations and regular operations.

5.7 License to Use City Dock. The City hereby grants MetroLINK a license to the exclusive use of the City Dock, which is more particularly described in Exhibit B, for the sole purpose of providing water shuttle service in accordance with this Agreement. This right shall terminate upon the termination of this Agreement.

5.8 Dock Responsibilities. MetroLINK acknowledges that it is completely responsible for the safety of its passengers from the time passengers arrive and depart from the waiting area by the City Dock, as depicted in Exhibit B, to the time they are aboard its vessels. MetroLINK shall furnish and maintain any equipment necessary to promote the safety of passengers and shall escort those passengers who require assistance to the waiting area whenever the tidal conditions or the weather conditions at the City Dock in any way hinder the safe movement of passengers to the waiting areas.

MetroLINK shall not make, or permit to be made, any attachment or addition of equipment or trade fixtures to the City Dock without the City's prior written consent. The City's consent to the attachment or addition of equipment or a trade fixture to the City Dock shall not create liability on the part of the City, and MetroLINK shall be solely responsible for the design sufficiency of such equipment and/or trade fixture and for the attachment to the City Dock, as well as compliance with any applicable laws, ordinances, rules, or regulations. During the term of this Agreement, MetroLINK shall keep such equipment and trade fixtures in good repair so that the safe movement of passengers over the City Dock to the waiting area is not affected. Upon the expiration or termination of this Agreement, MetroLINK shall remove such equipment and trade fixtures, if such removal can be accomplished without damage to the City Dock. MetroLINK shall remain responsible for any damage to the City Dock, caused by such trade fixtures and/or equipment, including damage caused during the attachment or removal of the trade fixtures and/or equipment.

MetroLINK shall be responsible for any and all property damage caused by its employees, agents, contractors, crew, and passengers to the City Dock.

MetroLINK shall be responsible for notifying the City in writing of any needed repairs or maintenance to the City Dock which would in any way affect the safe movement of passengers. Upon delivery and receipt of notice needed repairs or maintenance as hereinabove provided, the parties shall exercise diligence toward achieving mutual agreement as to remedial action, the implementation thereof, and the allocation of expenses therefor. If a condition of needed repairs or maintenance is not rectified as described above in a reasonably timely manner, MetroLINK retains the right to suspend water shuttle service until the condition is resolved.

5.9 Licenses and Permits. MetroLINK and any vessels used to provide water shuttle service shall possess all permits, certificates, or licenses required by any federal, state, municipal, Corps of Engineers, or other regulatory agency regarding providing water shuttle service.

5.10 Requirements of MetroLINK's Vessel. MetroLINK shall provide the specific vessels, identified in this Agreement, to meet the performance standards required under Section 5.3.

5.11 Requirements of MetroLINK's Personnel. MetroLINK's employees, agents, contractors, and crew shall possess the required licenses needed for operating passenger water vessels and maintain training in conformance with the performance standards required under Section 5.3.

5.12 Safety Plan. MetroLINK shall develop, maintain, and perform in accordance with a safety plan in compliance with all applicable requirements of the regulatory agencies referred to in Section 5.9 and in accordance with a manner designed to meet the performance standards required under Section 5.3.

5.13 ADA Compliance. MetroLINK agrees that, in providing water shuttle service, it shall be responsible for compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*) at the City Dock and aboard any vessels involved in providing water shuttle service and applicable implementing regulations.

## SECTION 6. RESPONSIBILITIES OF THE CITY.

6.1 City Dock. The City shall provide a location on the City Dock (as depicted on Exhibit B) at which MetroLINK shall have the exclusive right to embark and disembark passengers. The City shall comply with the maintenance responsibilities, if any, arising under Section 5.8 in the manner described in Section 5.8.

## SECTION 7. RECORDS OF OPERATION.

7.1 Reporting Compliance. [Reserved.]

7.2 Audit. MetroLINK shall, upon request by the City but no more than annually, submit an audited statement of water shuttle service revenues from the last calendar year.

7.3 Review and Evaluation. Both the City and MetroLINK may review and evaluate information concerning providing water shuttle service. Both parties shall make available for inspection of the other party on reasonable notice any information, records, or documents which the other party reasonably believes will assist it in its review and evaluation of the water shuttle service.

## SECTION 8. INSURANCE AND INDEMNIFICATION.

8.1 Indemnification by MetroLINK. To the fullest extent permitted by law, MetroLINK, at its sole cost and expense, shall defend, indemnify, and hold harmless the City, its officers, agents and employees from and against all claims, liabilities, causes of action, suits, losses, damages, and expenses (including attorney's fees and costs of investigation and litigation)

based upon or arising out of the performance of this Agreement by MetroLINK, the business or operations conducted by MetroLINK at or near the City Dock and other docking facilities used by MetroLINK, or (without limiting the foregoing) any act or omission of MetroLINK, its officers, employees, contractors, or agents and to the extent feasible those of MetroLINK's guests, invitees, licensees, passengers, suppliers, and furnishers of service for or related to all aspects of providing water shuttle service, including any claims arising from the movement of passengers, invitees, and licensees to and from MetroLINK's vessels. This indemnification obligation shall not apply to any claims arising from the gross negligence or willful misconduct of the City, its officers, agents and employees. The foregoing express obligation indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City which would exist at common law or under another provision of insurance undertaken in accordance with Section 8.2 of this Agreement. The City shall give MetroLINK reasonable notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder. MetroLINK shall have the right to compromise and defend the same to the extent of its own interest. This section shall survive the termination of this Agreement.

8.2 MetroLINK shall, at its own expense, maintain at all times the following insurance:

- (a) Workers' Compensation and Employer's Liability insurance in the amounts required by law. The service herein is to be performed in or near navigable water docks, piers, and waterfronts of the United States; therefore, endorsements shall be provided by MetroLINK's Workmen's Compensation policy, compensation in respect to disability or death of any employee under the United States Longshoremen's and Harbor Workers' Compensation Act if recovery for such disability or death through Workmen's Compensation proceedings may not validly be provided by the state law. Said policies shall provide a waiver of subrogation in favor of the City.
- (b) Commercial general liability insurance with extension for Dock, Pier, and Gangway liability insuring both MetroLINK and the City against all claims, suits, obligations, liabilities, and damages, including attorneys' fees, based upon arising out of actual or alleged bodily injuries, wrongful death, and property damage which may be claimed to have occurred on or about MetroLINK's Vessel(s), the City Dock, or any docking facility in the Mississippi River used in connection with providing water shuttle service in accordance with this Agreement or from the movement of passengers to and from MetroLINK's Vessel(s), or otherwise relating to MetroLINK's performance and activities under this Agreement. These policies shall be endorsed specifically to recognize and insure the indemnification provision appearing in Section 8.1 of this Agreement.

8.3 Each policy of insurance required herein shall be in a form and with a company satisfactory to the City. Prior to the exercise of any rights granted herein, MetroLINK shall furnish to the City certificates from each insurance company issuing such insurance coverage that the same is in full force and effect, all premiums have been paid, and same will not be

canceled except upon thirty (30) days prior written notice to the City. The City shall be named as an additional insurance on the commercial general liability policies, as the interest of the City may appear, and these policies and the Workers' Compensation and Employer's Liability insurance shall be in effect and maintained during the term of the Agreement. MetroLINK acknowledges that the insurance types and limits established at the commencement date of this Agreement may become inadequate, and MetroLINK agrees that it will increase such coverage limits to commercially reasonable levels available at prevailing premium rates as the City may reasonably require.

8.4 Failure to Procure and Maintain Insurance. If MetroLINK fails to procure or maintain the insurance required by this Article in full force and effect, this Agreement may be terminated immediately by City and be of no further force or effect. In addition, if MetroLINK fails to procure or maintain the insurance required by this Article, MetroLINK shall cease and desist from using the Dock and the improvements erected thereon during any period in which such insurance policies are not in full force and effect.

## SECTION 9. TERMINATION.

9.1 Breach or Violation of this Agreement. If any of the terms and provisions of this Agreement are violated, then this Agreement shall be subject to termination by the City or MetroLINK as the case may be. The party electing to terminate shall promptly notify the other party in writing, detailing the breach or violation. A violation of this Agreement and grounds for termination shall include, in addition to the breach of any other express provision hereof, in the City's sole determination and discretion, that MetroLINK has not adequately demonstrated an ability to provide reliable, safe, on-time water shuttle service in a manner or at a ridership level acceptable to the City, or that MetroLINK is otherwise not performing to the satisfaction of the City.

9.2 Termination by Mutual Consent. Notwithstanding any provision herein to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended in writing by mutual consent of City and MetroLINK.

9.3 Termination by One Party. Notwithstanding any provision herein to the contrary, this Agreement may be terminated by either party providing the other party with six (6) months prior notice in writing. Notices of termination under this Section shall be delivered in accordance with the provisions of Section 11.9.

9.4 Surrender Of Premises At Expiration Or Termination Of Lease. At the expiration or early termination of this Agreement, MetroLINK shall peaceably and quietly leave, surrender, and yield up to City the Dock together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

## SECTION 10. ASSIGNMENT OR SUBCONTRACT.

10.1 Assignment. The parties agree that the City may, in its sole discretion, transfer, convey, or assign any or all rights or obligations under this Agreement. MetroLINK shall not transfer, convey or assign its obligations herein without the prior written approval of the City,

which may be withheld at its sole discretion. Any attempted transaction in violation of the provisions hereof shall be null and void and considered a breach of this Agreement. After any assignment, MetroLINK shall remain liable for performance of this Agreement, in the first instance, to the extent that MetroLINK retains rights and duties under the terms of such assignment and, in any event, MetroLINK shall guaranty the performance of its assignee.

10.2 Subcontracting. The City shall review and approve all subcontracts by MetroLINK of all or any portion of its obligations under this Agreement. The City's approval of any subcontracts may be withheld at its sole discretion.

10.3 Consistent with the Agreement. In the event that an assignment, transfer, agreement, conveyance, or subcontract is allowed under this Section, the provisions thereof shall require compliance with all of MetroLINK's obligations under this Agreement and shall not be inconsistent with the terms and conditions of this Agreement.

10.4 Further Approvals Necessary. Approval by the City to any type of transfer or assignment provided for by this Section shall not in any way be construed to relieve MetroLINK from obtaining further approval for any subsequent assignment, transfer, or subcontract of any nature whatsoever, or to relieve MetroLINK from its obligations and responsibilities under this Agreement.

## SECTION 11. MISCELLANEOUS.

11.1 Entry by the City. The City, and its duly authorized representatives, shall have the right to enter and inspect the condition of the City Dock and other docking facilities utilized by MetroLINK, MetroLINK's vessels, and any equipment used to provide water shuttle service.

11.2 Rules and Regulations. MetroLINK shall observe and obey, and shall require its employees, agents, guests, invitees, passengers, suppliers, and furnishers of services to observe and obey duly enacted and lawful rules and regulations now in existence or hereafter promulgated and amended by the City, or by any local, state, and federal agency of competent jurisdiction.

11.3 Non-Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to the term or provision. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

11.4 Entire Agreement. This Agreement, including exhibits attached hereto, at the time of its execution constitutes the entire agreement between the parties hereto, and all prior agreements covering the rights and privileges set out herein are superseded by and merged into this Agreement.

11.5 Amendment. This Agreement may be amended only by a written instrument executed by both the City and MetroLINK.

11.6 Governing Law. This Agreement shall be deemed to be made in and construed in accordance with the laws of the State of Illinois.

11.7 Invalid Provisions. If any provision of this Agreement or any application thereof shall be held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

11.8 Headings. The Article and Section headings contained herein are for convenience, in reference only, and are not intended to define or limit the scope of this Agreement or any term thereof.

11.9 Notices. All notices required to be given to the City shall be in writing and shall be deemed duly given if mailed by registered or certified mail, postage prepaid, or delivered in hand to:

City of Moline  
619 16<sup>th</sup> Street  
Moline, Illinois 61265

Attention: Maureen E. Riggs, City Attorney

or to such other address as the City may in writing substitute therefor by notice to MetroLINK.

All notices required to be given to MetroLINK shall be deemed duly given if mailed by registered or certified mail, postage prepaid, or delivered in hand to:

Jeffrey A. Nelson  
MetroLINK  
1515 River Drive  
Moline, Illinois 61265

With a copy to:

Roger L. Strandlund  
Califf & Harper, P.C.  
600 First Midwest Bank Building  
506 – 15<sup>th</sup> Street  
Moline, Illinois 61266

or to such other address as MetroLINK may in writing substitute therefor by notice to the City.

11.10 Non -Discrimination. MetroLINK agrees that neither its water shuttle service described herein nor any portion thereof shall be operated in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital

status, age, handicap, or national origin, and that its operations shall be in compliance with all applicable laws, ordinances, and regulations relating to discrimination and affirmative action.

11.11 Waiver of Claim for Lost Profits. MetroLINK hereby waives any claim against the City and its officers, agents, or employees for loss of anticipated profits or any other consequential damages caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or arising out of this Agreement or any part thereof, or by any judgment or aware of any suit or proceedings declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

11.12 Hazardous Waste Representation and Disclosure. MetroLINK shall not generate, store, handle, or dispose of any oil or any hazardous waste, hazardous materials, or hazardous substances in, on, about, or from the City Dock in any manner contrary to federal, state, or local environmental laws and regulations. MetroLINK is, to the best of its knowledge, not aware of the generation, storage, handling, or disposal of any such substance in, on, about, or from the City Dock by any person or entity, and agrees to notify the City promptly in the event that it becomes aware of any such improper generation, storage, handling, or disposal.

11.13 No Personal Liability. No member, director, or officer or employee of the City shall be charged personally or held contractually liable under any term or provision under this Agreement because of any breach thereof, or because of the execution or attempted execution of this Agreement.

11.14 Limitations on Damages. The City shall never be liable to MetroLINK for any loss of business or any indirect, incidental, special, consequential, or exemplary damages or lost profits.

11.15 Mechanic's Liens. MetroLINK agrees to immediately discharge either by payment or by the filing of the necessary bond, or otherwise, any mechanics' or other liens which may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for MetroLINK in the operation of the water shuttle service.

11.16 MetroLINK's Status. MetroLINK is engaged under this Agreement as a private, independent contractor and not as an agent or employee of the City.

Executed on the dates set forth below:

CITY OF MOLINE, ILLINOIS

ROCK ISLAND COUNTY  
METROPOLITAN MASS TRANSIT  
DISTRICT

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

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

Donald P. Welvaert, Mayor

Title: \_\_\_\_\_

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

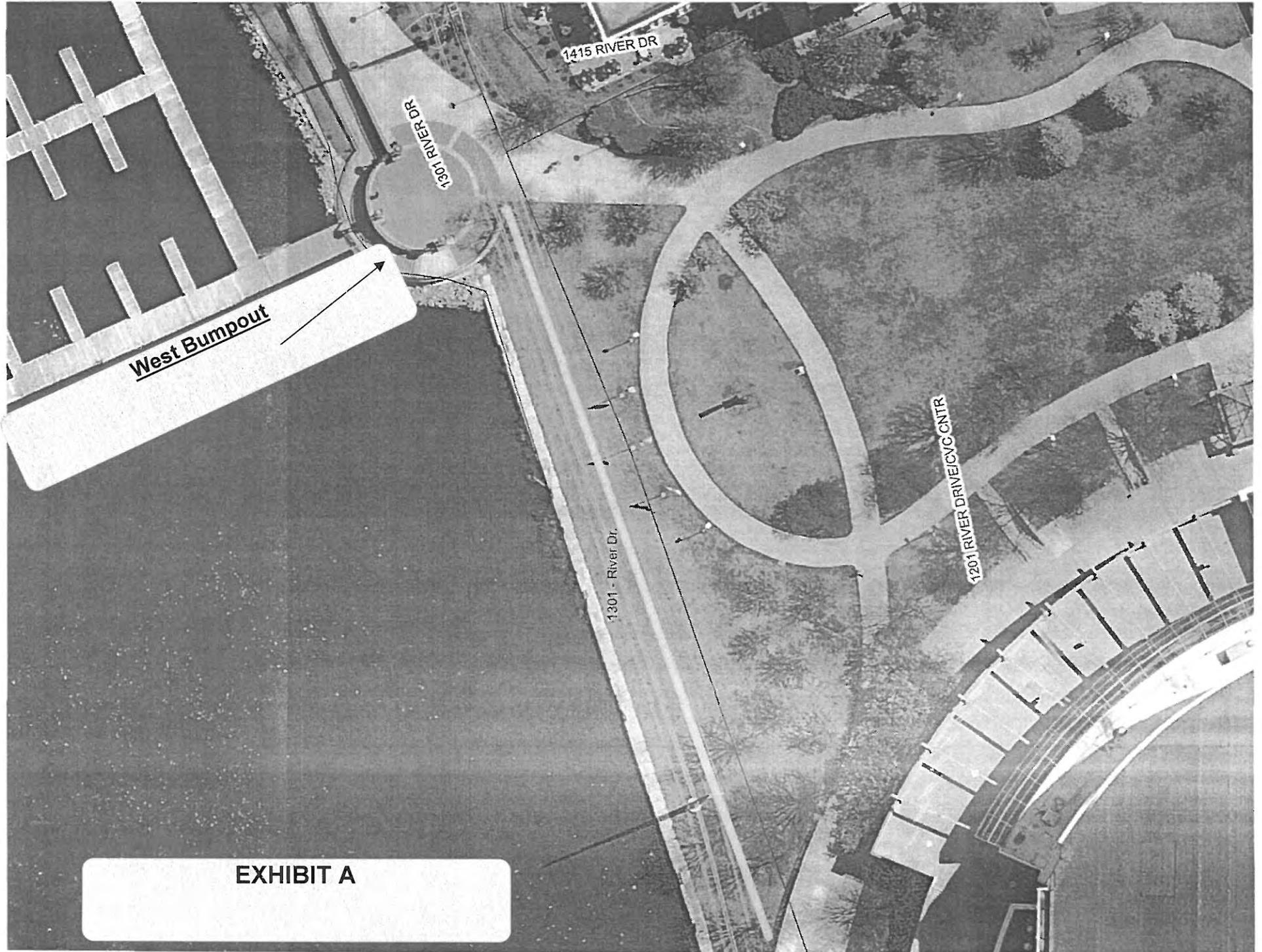
Date: \_\_\_\_\_

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

Tracy A. Koranda, City Clerk

Approved as to form:

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



**West Bumpout**

1415 RIVER DR

1301 RIVER DR

1301 - River Dr.

1201 RIVER DRIVE/CV C CNTR

**EXHIBIT A**

E-12 sections/8 poles  
 F-13 sections/12 poles  
 H-5 sections/5 poles  
 30 total sections/25 total poles

11 sections need  
 put back in water

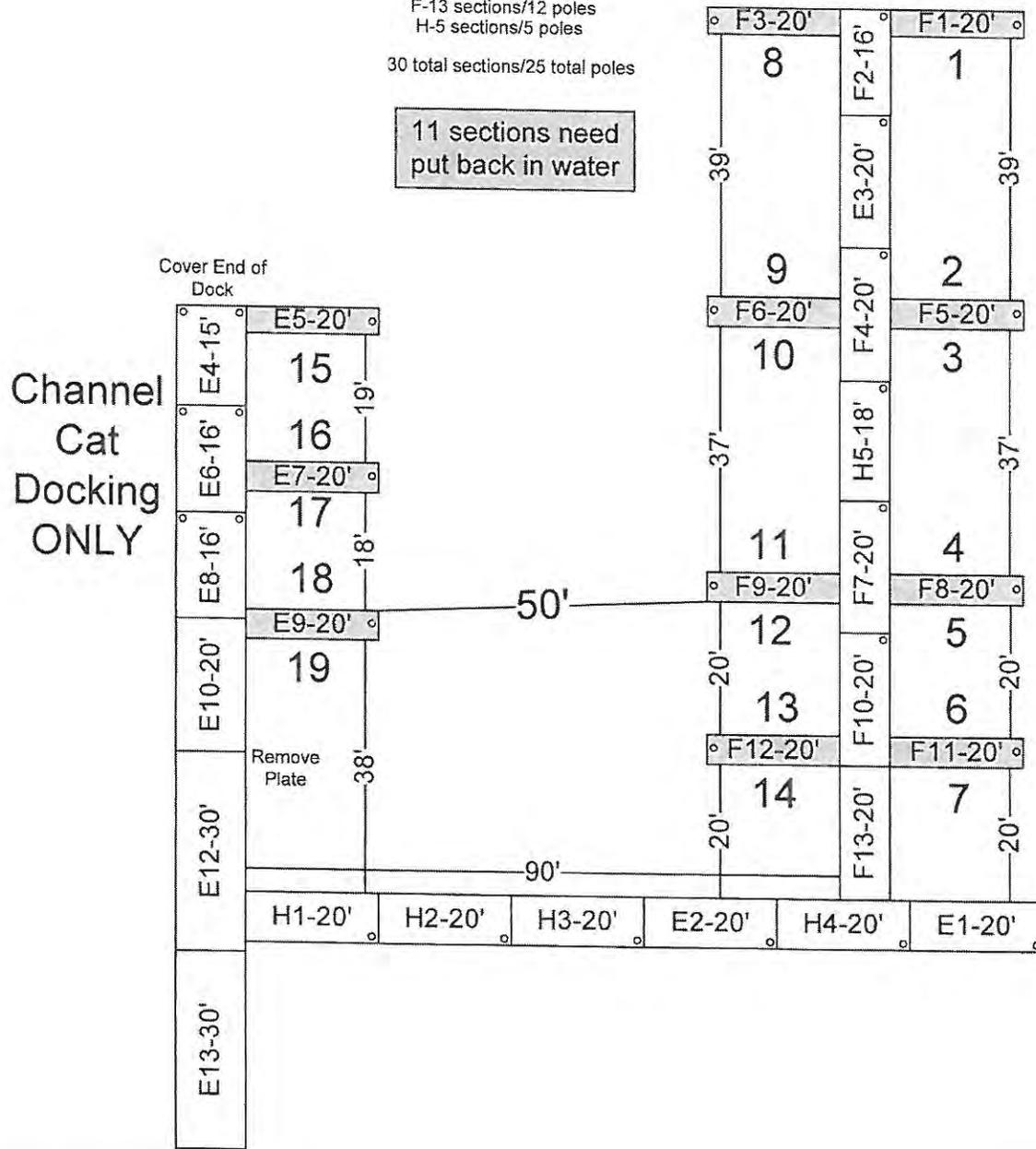


EXHIBIT B

City Dock to be Licensed for Use

Council Bill/Special Ordinance No.: 4021-2012

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

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 933 32<sup>nd</sup> Avenue A, Moline, to Red Oak Custom Homes, Inc.

WHEREAS, the City acquired the property at 933 32<sup>nd</sup> Avenue A as a result of abandoned building proceedings and hoped to repair and restore said property through its community development rehabilitation program. However, there were not enough available community development funds to complete this project; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 933 32<sup>nd</sup> Avenue A on April 19, 2012, and Red Oak Custom Homes, Inc., submitted the proposal most advantageous to the City; and

WHEREAS, Red Oak Custom Homes, Inc., has offered to purchase 933 32<sup>nd</sup> Avenue A for \$52,800.00 and promises to complete interior and exterior repair and restoration of the building on said property within three (3) months of the date of possession of said property; and

WHEREAS, the City wishes to accept this offer so this project can begin as soon as possible and result in the repair and restoration of a blighted property.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 933 32<sup>nd</sup> Avenue A, Moline, Illinois, with Red Oak Custom Homes, Inc., and do all things necessary to convey said property to Red Oak Custom Homes, Inc., in return for payment of \$52,800.00, plus a right of reverter requiring Red Oak Custom Homes, Inc., to complete interior and exterior renovations of said property within three (3) months of the date of possession of said property, or the property would revert to the City; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

**Section 2** – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to Form:

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

**AGREEMENT FOR SALE OF REAL ESTATE**

CITY OF MOLINE  
A MUNICIPAL CORPORATION  
**SELLER**

RED OAK CUSTOM HOMES, INC.

**PURCHASER**

Address: 619 16<sup>th</sup> Street  
Moline, IL 61265

Address: 1009 14<sup>th</sup> Avenue  
Orion, IL 61273

Telephone: (309) 524-2012

Telephone: (309) 781-5728

**THIS AGREEMENT IS DATED \_\_\_\_\_.**

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 933 32<sup>nd</sup> Avenue A, Moline, Illinois (Parcel Number 08-8742), consisting of 13,269 square feet, more or less, legally described as:

Lot Number Seven (7) in Harris Nelson Fourth Addition to the City of Moline, Illinois, situated in the County of Rock Island, in the State of Illinois.

Hereinafter referred to as the "Property," for the total sum of FIFTY-TWO THOUSAND EIGHT HUNDRED and No/100 DOLLARS (\$52,800.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 933 32<sup>nd</sup> Avenue A within three (3) months from the date of possession of the Property, or the Property will automatically revert to the City; and adjusted for the special restrictions and covenants as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until June 29, 2012, to allow Seller's City Council to consider and approve this Agreement at its June 19, 2012 City Council meeting all as described herein below.

**SPECIAL RESTRICTIONS AND COVENANTS**

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



1. The purchase price for the Property is Fifty-Two Thousand Eight Hundred and No/100 Dollars (\$52,800.00). Purchaser shall pay Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00) upon execution of this Agreement. The remaining Fifty Thousand and No/100 Dollars (\$50,000.00) shall be paid by Purchaser at Closing. All 2011 taxes due and payable in 2012 shall be borne and paid by the Purchaser as well as all other current and future taxes not otherwise provided for herein.

2. Purchaser acknowledges and agrees to the following construction schedule:

**Site Work:** Tear down screen room in back of property. Build gable over car port in front of garage and match existing shingles.

**Excavation:** Excavate right side of house and regrade to take water pressure off foundation.

**Siding:** Double 4" lap vinyl all of house.

**Shutter:** Front.

**Shingles:** 30-year Owens Corning Oakridge (or match existing roof)

**Exterior Door:** Front door – rehang existing front door. Other doors – rehang existing car port door.

**Deck:** 10 x 12, treated (new deck out back replacing window with slider)

**Garage Doors:** 1-9x7, steel, white and ½ hp chain opener.

**Insulation:** Will have a MidAmerican energy audit done and have ceiling added to if needed.

**Sheetrock:** House – 1/2" drywall, taped and finished. Basement: ½" drywall downstairs.

**Heating & Air Conditioning:** Furnace – Ruud UPK 75,000 80%. Air: Ruud AJA 13 seer 2 ton.

**Flatwork:** Shall be of 4000# concrete. Driveways and Walkways – 4" on crushed rock (repair front of garage).

**Windows:** Andersen, 200 series, white (replace all windows on main floor)

**Plumbing:** All plumbing work to meet and exceed city or county codes. Water Heater – 1 gas, 40 gallon. Fixtures – all new delta fixtures in kitchen and bath.

**Electrical:** All electrical work to meet or exceed city or county codes. Fixtures – All new outlets and switches, all new fixtures on main floor.

**Appliances:** 1 gas range, 1 microwave/hood, 1 dishwasher, 1 refrigerator.

**Cabinets:** Chadwood Oak and laminate counter top.

**Painting & Staining:** Walls – 1 coat paint. Doors – sprayed white. Exterior Doors – paint all. Trim – white. Windows – white.

**Trim:** Doors – 6 panel primed. Base – 3/8” 3 ¼” clay coat. Casing – ½” 2 ½” clay coat. Railing – pine. Knee Wall Cap – poplar. Hardware – schlage. Closets – wire.

**Landscaping:** Seed needed areas. Landscape front area.

**Floor Coverings:** Carpet throughout bedrooms and living room. Vinyl throughout bath and kitchen.

**Timeline**

**July 31, 2012** – Complete windows, roof and siding work

**August 15, 2012** – Complete concrete and landscaping work

**September 7, 2012** – Complete drywall taping and painting

**September 24, 2012** – Complete plumbing, electrical, cabinets and trim work

**September 30, 2012** – Complete all work (will repair exterior work first to improve neighborhood)

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

**CONVEYANCE OF TITLE AND DOCUMENTS OF SALE**

At Closing, Seller shall deliver a Quit Claim Deed to a licensed attorney practicing in Rock Island County in the name of the Purchaser conveying Seller’s interests and title together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on September 30, 2012, at this time the deed shall be delivered to Purchaser provided that all conditions of this Agreement have been met by the parties.

**POSSESSION AND CLOSING**

- (a) The Closing of this transaction shall be held on or about September 30, 2012 (“Closing”), with possession of the Property to be delivered to Purchaser on or before June 29, 2012, free and clear of all possessory interests, including, without limitation, squatters;
- (b) Possession shall be deemed delivered when Seller has vacated the Property.

**ASSIGNMENTS AND TRANSFERS PROHIBITED**

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

**BUILDINGS, FIXTURES AND PERSONAL PROPERTY**

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

**CONDITION OF THE PROPERTY**

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

**CASUALTY CLAUSE**

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the above Property until the deed and possession are delivered to the Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage, including liability coverage upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to the Seller to reduce the monies due hereunder; provided, however, that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

**EXPENSES OF TRANSFER**

PURCHASER shall pay:

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

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

**ENTIRE AGREEMENT**

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

**LEGAL ASSISTANCE**

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

**ACCEPTANCE BY SELLER**

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before June 29, 2012, and Purchaser’s offer to buy herein shall be irrevocable to and including June 29, 2012, to allow Seller’s City Council opportunity to review and approve this Agreement. Within twenty-four (24) hours of acceptance by Seller’s City Council, Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00) earnest money shall be provided to Seller in the form of cash or check. Purchaser acknowledges and agrees that this Agreement is subject to Seller’s right and legal responsibility to formally submit this Agreement to the Seller’s City Council for review, approval and authorization to execute. If not so approved by the Council by June 19, 2012, this offer and Agreement shall be void. The parties understand that Seller’s City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

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

Executed by SELLER:

Executed by PURCHASER:

CITY OF MOLINE, ILLINOIS

RED OAK CUSTOM HOMES, INC.

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

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

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

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

ATTEST:

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

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

*FOR INFORMATION ONLY:*

Seller's Attorney:

Amy L. Keys

(309) 524-2012