



# MOLINE CITY COUNCIL AGENDA

**Tuesday, August 14, 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**

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## 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 August 7, 2012 and July Financial Report.

## SECOND READING ORDINANCES

### 1. Council Bill/General Ordinance 3020-2012

An Ordinance amending Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, Sec. 11-1101, "LOCAL AMENDMENTS TO FIRE CODE," subsections (i), (l), (r) and (s); and Sec. 11-1104, "PENALTY," by repealing said section in its entirety and enacting in lieu thereof one new Sec. 11-1104.

**EXPLANATION:** Pursuant to recent inquiries regarding the fireworks provisions contained in Chapter 11 of the Code of Ordinances, Law Department staff reviewed the chapter and determined that amendments thereto would better clarify the fireworks and prohibited burning sections and their penalty provisions and add consistencies to the chapter. Staff therefore recommends adoption of this ordinance amending Sections 11-1101, "Local Amendments to Fire Code," and 11-1104, "Penalty."

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Pamphlet publication required

### 2. Council Bill/General Ordinance 3021-2012

An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, Article IV, "BOARDS AND COMMISSIONS," Division 8, "MOLINE CENTRE MAIN STREET COMMISSION," by deleting Section 2-4801 "COMMISSION COMPOSITION/TERMS," in its entirety and replacing it with a new Section 2-4801 entitled "COMMISSION COMPOSITION/TERMS,"

**EXPLANATION:** Due to increased interest in serving on the Moline Centre Main Street Commission, staff requests the existing ordinance be amended to allow for more flexibility in the number of Main Street Commission members that can be appointed. Currently the number allowed to be appointed is at seven and staff recommends amending that number to no fewer than seven and not more than fifteen.

**FISCAL IMPACT:** N/A

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

**3. Council Bill/General Ordinance 3022-2012**

An Ordinance amending the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (*Todd Verbeckmoes, Quad City Tech Inc., 2800 46<sup>th</sup> Avenue*)

**EXPLANATION:** This ordinance will rezone a 1.98-acre tract from “B-3” (Community Business District) to “B-4” (Highway/Intensive Business District).

**FISCAL IMPACT:** N/A

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

**4. Council Bill/Special Ordinance 4029-2012**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the QCA Heritage Tractor Parade and Show scheduled for Saturday, September 8, 2012.

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

**FISCAL IMPACT:** N/A

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

**5. Council Bill/Special Ordinance 4030-2012**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Moline High School Homecoming Parade scheduled for Friday, September 14, 2012.

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

**FISCAL IMPACT:** N/A

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

**6. Council Bill/Special Ordinance 4031-2012**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Walk & Run for Wishes scheduled for Saturday, September 15, 2012.

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

**FISCAL IMPACT:** N/A

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

**RESOLUTIONS**

**7. Council Bill/Resolution 1217-2012**

A Resolution approving the final plat of Genesis 41<sup>st</sup> Street Addition (Genesis Health System, 2800 block of 41<sup>st</sup> Street).

**EXPLANATION:** This resolution will combine several smaller lots into a single, developable tract of land.

**FISCAL IMPACT:** N/A

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

**8. Council Bill/Resolution 1218-2012**

A Resolution vacating the final plat for Valley View Second Subdivision Phase 1 recorded September 19, 2011 at the Rock Island County Recorder’s Office as Document number 2011-19383; and approving a new final plat for Valley View Second Subdivision Phase 1 (Menard, Inc.; south of John Deere Road between 60th and 70th Streets).

**EXPLANATION:** This resolution will vacate and re-plat this subdivision to convey necessary right-of-way to the Illinois Department of Transportation.

**FISCAL IMPACT:** N/A

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

**9. Council Bill/Resolution 1219-2012**

A Resolution authorizing the concept of a redevelopment project as proposed to be constructed on the property located in the 2500 and 2600 block of River Drive, Moline, Illinois, for the Riverfront Commons redevelopment project; and affirming the intent of the City to provide incentives so that the project will be economically viable; and authorizing staff to negotiate a development agreement to be reviewed for approval by the City Council for a term of 12 months with Three Corners, LLC, exclusively.

**EXPLANATION:** At the April 17, 2012, Committee-of-the-Whole meeting, City Council authorized staff to work with Renew Moline on the issuance of a Request For Proposals from private developers to master plan and develop the 15.5 acre green space area located along the Mississippi Riverfront on the east end of downtown Moline. The RFP was released by Renew Moline on June 11, 2012, and proposals were due and submitted on July 23, 2012. City and Renew Staff have reviewed the proposals and made recommendations to the Project Management Team. On Tuesday, August 7, the Project Management Team selected Three Corners, LLC as the recommended developer for this project.

**FISCAL IMPACT:** Increased Property, Sales, Utility and Use Taxes; potential sale or lease of the City-owned property

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

**10. Council Bill/Resolution 1220-2012**

A Resolution authorizing the Mayor and City Clerk to execute a contract with Davenport Electric Contract Company for Project #1155, River Drive Lighting Replacement, in the amount of \$120,371.00.

**EXPLANATION:** Bids were opened and publicly read on July 17, 2012, with Davenport Electric Contract Company submitting the lowest responsive and responsible bid.

**FISCAL IMPACT:** \$215,000.00 in Utility Tax Funds and \$190,000.00 in Legislator Discretionary Funding from Representative Pat Vershoore are budgeted for this project. After purchasing the lights, \$170,206.00 remains available for installation.

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

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**FIRST READING ORDINANCES**

**11. Council Bill/Special Ordinance 4032-2012**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Palaner Biergarten Tour scheduled for Thursday, August 30, 2012 through Sunday, September 2, 2012.

**EXPLANATION:** Bier Stube is holding an outdoor event.

**FISCAL IMPACT:** N/A

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

**12. Council Bill/Special Ordinance 4033-2012**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Taming of the Slough scheduled for Saturday, September 15, 2012.

**EXPLANATION:** This is a yearly event sponsored by River Action.

**FISCAL IMPACT:** N/A

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

### **13. Council Bill/Special Ordinance 4034-2012**

A Special Ordinance authorizing the Mayor and City Clerk to declare the property at 2426 5<sup>th</sup> Avenue as surplus and to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2426 5<sup>th</sup> Avenue, Moline, to Darrell K. McColl.

**EXPLANATION:** The City acquired the property at 2426 5<sup>th</sup> Avenue via Quit Claim Deed and anticipated using abatement funds to demolish the home. However, contractors expressed interest in rehabilitating and purchasing this home. As such, the City published a request for proposals for the purchase and rehabilitation of 2426 5<sup>th</sup> Avenue on June 19, 2012, and Darrell K. McColl was the only person who submitted a proposal. Darrell K. McColl has offered to purchase 2426 5<sup>th</sup> Avenue for \$100.00 and promises to complete interior and exterior repair and restoration of the building on said property within five (5) months of the date of possession of said property, with possible extension of the completion date as may be agreed to in writing by the parties. 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. This property was in arrears for taxes in the amount of \$38,070.34. Those taxes have been deemed null and void by the County Treasurer, and the only taxes that remain are the property taxes for 2011 currently due and owing in the amount of \$1,708.24. Staff recommends that the City pay half of the taxes, and Darrell K. McColl shall pay the other half. The total payments by the City will be \$854.12.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Law Department to Record Quit Claim Deed

### **14. Council Bill/Special Ordinance 4035-2012**

A Special Ordinance authorizing the Mayor and City Clerk to execute a Quit Claim Deed between the City of Moline and Autumn Trails L.L.C.

**EXPLANATION:** As part of the closing between Autumn Trails L.L.C. and the new purchaser of the memory care facility, some question was raised as to whether the drives in the development were public or private. All parties agree that the drives, labeled as Outlots A and D on the final plat, were intended to be and are private. As an assurance that the new owners have legal access to the memory care facility, the parties to the sale request that the City dedicate any ownership interest in the drives via a quit claim deed to Autumn Trails L.L.C. The dedication will clarify the issue that the drives are private and that the City will retain all existing interest in the easements and utilities.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** The Quit Claim Deed will be recorded by the purchaser.

### **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. 3020-2012  
Sponsor \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, Sec. 11-1101, "LOCAL AMENDMENTS TO FIRE CODE," subsections (i), (l), (r) and (s); and Sec. 11-1104, "PENALTY," by repealing said section in its entirety and enacting in lieu thereof one new Sec. 11-1104.

WHEREAS, this ordinance will amend and clarify certain provisions of the City's Fire Code pertaining to fireworks and prohibited burning and the penalty provisions for same.

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

**Section 1.** That Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, Sec. 11-1101, "LOCAL AMENDMENTS TO FIRE CODE," is hereby amended by repealing subsection (i) in its entirety and enacting in lieu thereof one new subsection (i), which shall read as follows:

**"SEC. 11-1101. LOCAL AMENDMENTS TO FIRE CODE.**

The Moline Fire Code adopted in this article by reference is specifically amended as follows:

\* \* \* \* \*

(i) **109.3 Violation Penalties.**

Replace entire section with:

**"109.3 Violation Penalties.** Any person violating any provision of the Moline Fire Code or any order issued thereunder shall be guilty of an offense subject to and punishable by the penalty provisions of Sec. 11-1104, "Penalty."

**Section 2.** That Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, Sec. 11-1101, "LOCAL AMENDMENTS TO FIRE CODE," is hereby amended by repealing subsection (l) in its entirety and enacting in lieu thereof one new subsection (l), which shall read as follows:

**"SEC. 11-1101. LOCAL AMENDMENTS TO FIRE CODE.**

The Moline Fire Code adopted in this article by reference is specifically amended as follows:

\* \* \* \* \*

(l) **307.2 Permit required.**

Replace entire section with:

**“307.2 Permits and authority.**

**307.2.1 Permit required.** A permit shall be obtained from the fire chief or his designee in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits shall only be issued to the owner of the land upon which the fire is to be kindled.

**307.2.2 Prohibited burning.**

1. **Leaves and lawn and landscape waste.** The burning of leaves and lawn and landscape, including, without limitation, shrubs, bushes and brush, is expressly prohibited within the jurisdiction of the City of Moline with the exception of controlled burns performed by governmental entities upon the approval of the fire chief or his designee. Said governmental entities shall hold a valid State of Illinois or federal EPA permit to burn materials within the City of Moline in accordance with the provisions set forth in Section 307.2.5, “State or federal permits,” below.

2. **Other waste.** The burning of waste matter other than leaves and lawn and landscape waste shall be prohibited unless the person, corporation or other entity, which proposes to burn, holds a valid State of Illinois or federal EPA permit to burn materials within the City of Moline in accordance with the provisions set forth in Section 307.2.5, “State or federal permits,” below.

**307.2.3 Permits not required.** Recreational fires are allowed without permit, but safety precautions as herein set forth shall apply. Recreational fires shall be made of dry wood only, excluding building material. Wood or logs shall not exceed twelve (12) inches in diameter. Fires shall not exceed five (5) feet in diameter and shall be no more than three (3) feet in height. Recreational fires shall be allowed between the hours of 12:00 p.m. (noon) and 12:00 a.m. (midnight). All recreational fires shall be fully and properly extinguished no later than 12:00 a.m. (midnight).

**307.2.4 Extinguishment authority.** The fire chief or his designee may order the immediate suspension and extinguishment of any burning which may be permitted, when due to atmospheric or other objectionable conditions, such burning contributes substantially to a hazard to the health and welfare of the public and/or to a fire hazard, and suspension and extinguishment is reasonably necessary for the protection of persons or property. The fire chief or his designee is authorized to order that any such burning be extinguished by either the permit holder, another person responsible, or the fire department.

**307.2.5 State or federal permits.** The provisions of this Sec. 307.2 as hereby amended shall not apply to any person, corporation, City department or other entity which holds a valid State of Illinois or federal EPA permit to burn materials within the City of Moline for the production of energy or for the training of municipal employees in areas of public safety, so long as the materials prohibited from burning by this Code are not also prohibited from burning under such state or federal EPA permit.

**307.2.6 Violations.** Any person violating any provision or any order issued hereunder shall be guilty of an offense subject to and punishable by the penalty provisions of Sec. 11-1104(b) and (c) below.”

**Section 3.** That Chapter 11, “FIRE PREVENTION AND PROTECTION,” of the Moline Code of Ordinances, Sec. 11-1101, “LOCAL AMENDMENTS TO FIRE CODE,” is hereby amended by enacting new subsections (r) and (s), which shall read as follows, and consecutively renaming the remaining subsections of Sec. 11-1101:

**“SEC. 11-1101. LOCAL AMENDMENTS TO FIRE CODE.**

The Moline Fire Code adopted in this article by reference is specifically amended as follows:

\* \* \* \* \*

(r) **3301.1.3 Fireworks.**

Replace entire section with:

**“3301.1.3 Fireworks – Unlawful Possession.**

Fireworks are defined in Sec. 11-1101(k), “202 General Definitions,” above. Pursuant to said definition, any person who unlawfully possesses, manufactures, stores, sells, handles or uses any such substance(s) or device(s) within the City in contradiction thereof shall be guilty of an offense subject to the penalty provisions of Sec. 11-1104(b) and (c) below.

(s) **3302.1 Definitions.**

Replace the “FIREWORKS” definition contained therein:

**“3302.1 Definitions.** The following words and terms shall, for the purpose of this chapter and as used elsewhere in this code, have the meaning shown herein.

\* \* \* \* \*

**FIREWORKS** shall be as defined in 11-1101(k), “202 General Definitions,” above.

\* \* \* \* \*

**Section 4.** That Chapter 11, “FIRE PREVENTION AND PROTECTION,” of the Moline Code of Ordinances, Sec. 11-1104, “PENALTY,” is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Sec. 11-1104, which shall read as follows:

**“SEC. 11-1104. PENALTY.**

(a) Except for violations of Sections 11-1101(l) and (r) (Prohibited Burning and Fireworks-Unlawful Possession, respectively), and except as otherwise provided herein, any person violating any provision of the Moline Fire Code or any order issued thereunder shall be guilty of an offense punishable by a fine of not less than ten dollars (\$10.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs. The imposition of a penalty for any such violation shall not excuse the violation or permit it to continue, and any such person shall be required to correct or remedy such violations or defects within a reasonable time not to exceed thirty (30) days. When not otherwise specified, each day that such violation exists or is maintained shall constitute a separate offense.

(b) Any person violating Sections 11-1101(l) or (r) (Prohibited Burning and Fireworks-Unlawful Possession, respectively), as a first offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of fifty dollars (\$50.00), or if paid within seven (7) calendar days, twenty-five dollars (\$25.00). Any person violating Section 11-1101(l) or (r), as a second or subsequent offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of one hundred dollars (\$100.00), or if paid within seven (7) calendar days, fifty dollars (\$50.00). Any person who fails to make payment as outlined above within thirty (30) days shall thereafter be subject to an action in Circuit Court which may be commenced in accordance with the requirements of the Illinois Municipal Code, 65

ILCS 5/1-1-1 et seq., and any person found to have violated Section 11-1101(l) or (r) shall be subject to a fine of not less than one hundred dollars (\$100.00) plus court costs, nor more than seven hundred fifty dollars (\$750.00) plus court costs, plus reimbursement to the City for the costs the City incurred in serving the person with process. Each day during which or on which any person violates Section 11-1101(l) or (r) shall be deemed a separate offense.

(c) The application of the above penalty shall not be construed as a bar to the enforced removal of prohibited conditions under any section of the Moline Fire Code or any other Code or ordinance provision of the City of Moline.”

**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

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

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, Article IV, "BOARDS AND COMMISSIONS," Division 8, "MOLINE CENTRE MAIN STREET COMMISSION, by deleting Section 2-4801 "COMMISSION COMPOSITION/TERMS," in its entirety and replacing it with a new Section 2-4801.

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

**Section 1** – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, Article IV, "BOARDS AND COMMISSIONS," Division 8, "MOLINE CENTRE MAIN STREET COMMISSION," is hereby deleting Section 2-4801 "COMMISSION COMPOSITION/TERMS," in its entirety and replacing it with a new Section 2-4801 which shall read as follows:

**"SEC. 2-4801. COMMISSION COMPOSITION/TERMS**

- a) The Commission, as appointed by the Mayor, shall consist of at least one (1) representative of the City Council, at least one (1) member of the Downtown Special Service Area board of directors, at least four (4) citizen representatives, and one (1) city employee representative. The Main Street Program Coordinator shall be a non-voting Commission member and shall be present at all meetings of the Commission. The number of members may be decreased to not fewer than seven (7) and not more than fifteen (15) members from time to time. The number of members shall always consist of a whole, odd number. No decrease shall have the effect of shortening the term of an incumbent member. Members shall not hold more than two (2) consecutive terms. Members may rejoin the Commission after a one (1) year hiatus."

**Section 2** – That this ordinance shall be in full force and effect from and after passage; approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

APPROVED AS TO FORM:

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

AN ORDINANCE

AMENDING the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (*Todd Verbeckmoes, Quad City Tech Inc., 2800 46<sup>th</sup> Avenue*)

\_\_\_\_\_

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 finds and declares that a change from “B-3” (Community Business District) to “B-4” (Highway/Intensive Business District) 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 Code.

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 “B-3” (Community Business District), as provided in Section 35-3310 of said Zoning and Land Development Code, to zoning classification “B-4” (Highway/Intensive Business District), as provided in Section 35-3311 of said Zoning and Land Development Code.

A tract of land in the North Forty-five (45) rods of the Southwest Quarter of the Northeast Quarter of Section Number Sixteen (16), Township Number Seventeen (17) North, Range One (1) West of the Fourth Principal Meridian, described as follows: Commencing at the Northeast Corner of the Southwest Quarter of the Northeast Quarter of said Section Number Sixteen (16); thence West along the North line of the Southwest Quarter of the Northeast Quarter of said Section Number Sixteen (16), 719 feet for a place of beginning; thence South parallel with the East line of the Southwest Quarter of the Northeast Quarter of said Section Number Sixteen (16), 420 feet; thence West parallel with the North line of the Southwest Quarter of the Northeast Quarter of said Section Number Sixteen (16), 210 feet; thence North parallel with the East line of the Southwest Quarter of the Northeast Quarter of said Section Number Sixteen (16), 420 feet to the North line of the Southwest Quarter of the Northeast Quarter of said Section Number Sixteen (16), thence East on said North line 210 feet to the place of beginning. Excepting Twenty-five (25) feet designated for road purposes. Situated in the County of Rock Island and State of Illinois.

**Section 2** - 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, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the “B-4” (Highway/Intensive Business) zoning district.

**Section 3** - That the foregoing amendment to the Moline Zoning and Land Development Code was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning and Land Development Code, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

**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 by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to Form:

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

Council Bill/General Ordinance No.: 4029-2012

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 the QCA Heritage Tractor Parade and Show scheduled for Saturday, September 8, 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:

Saturday, September 8, 2012, from 7:00 a.m. to 6:00 p.m.

All lanes of River Drive from the westernmost side of 12<sup>th</sup> Street to the easternmost side of 19<sup>th</sup> Street and 19<sup>th</sup> Street from the northernmost side of River Drive to the southernmost side of 4<sup>th</sup> Avenue A and 18<sup>th</sup> Street from the northernmost side of 4<sup>th</sup> Avenue A to the southernmost side of 5<sup>th</sup> Avenue and 5<sup>th</sup> Avenue from the easternmost side of 18<sup>th</sup> Street to the westernmost side of 12<sup>th</sup> Street

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

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

Council Bill/Ordinance No.: 4030-2012

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 the Moline High School Homecoming Parade scheduled for Friday, September 14, 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:

Friday, September 14, 2012, from 1:45 p.m. to 3:15 p.m.

All lanes of Avenue of the Cities from 3600 Avenue of the Cities to Wharton Field House.

It shall be an offense to use said roadways for vehicular purposes during the 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/General Ordinance No.: 4031-2012

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 the Walk & Run for Wishes scheduled for Saturday, September 15, 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:

Saturday, September 15, 2012, from 6:00 a.m. to 12:00 p.m.

All lanes of 60<sup>th</sup> Street from the southernmost side of the parking lot entrance of Green Valley to the southernmost side of 56<sup>th</sup> Avenue and all lanes of 56<sup>th</sup> Avenue from the easternmost side of 60<sup>th</sup> Street to the westernmost side of 48<sup>th</sup> Street

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

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

A RESOLUTION

APPROVING the final plat of Genesis 41<sup>st</sup> Street Addition (Genesis Health System, 2800 block of 41<sup>st</sup> Street).

\_\_\_\_\_

WHEREAS, the land being subdivided by this plat is being divided into not more than five lots which front upon existing streets and does not involve any new streets, other rights-of-way, easements, improvements, or other provisions for public areas or facilities; it is therefore a Minor subdivision for which no preliminary plat is required pursuant to Chapter 29 of the Moline Code of Ordinances, Sec. 29-2101(53); and

WHEREAS, all procedural steps required by Chapter 29 of the Moline Code of Ordinances have been complied with prior to submission of same to this Council; and

WHEREAS, this Council believes and finds approval of said final plat of Genesis 41<sup>st</sup> Street Addition to be in the best interests of the City of Moline.

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

That the final plat of Genesis 41<sup>st</sup> Street Addition, a subdivision of property described as follows:

Part of Lot 2, all of Lots 3, 4 and 5 of Ferry's Subdivision, recorded in Plat Book 43 at Page 307 in the Rock Island County Recorder's Office, part of the South Half of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter, all in Section 10, Township 17 North, Range 1 West of the 4th Principal Meridian, City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Beginning at the northwest corner of Ferry's Office Addition, recorded as Document Number 96-03124 in the Rock Island County Recorder's Office;

Thence North 00 degrees 37 minutes 55 seconds East, a distance of 145.00 feet;

Thence North 89 degrees 53 minutes 07 seconds West, a distance of 474.00 feet;

Thence North 00 degrees 06 minutes 46 seconds East, a distance of 140.00 feet;

Thence North 89 degrees 53 minutes 14 seconds West, a distance of 224.00 feet;

Thence South 00 degrees 06 minutes 46 seconds West, a distance of 140.00 feet;

Thence North 89 degrees 53 minutes 14 seconds West, a distance of 779.55 feet to the east line of Rolling Hills Addition, recorded in Plat Book 40 at Page 259 in said Recorder's Office;

Thence North 00 degrees 11 minutes 38 seconds East along said east line, a distance of 341.69 feet to the south line of the Real Estate conveyed to the County Board of School Trustees of Rock Island County, Illinois recorded as Document No. 648168 in said Recorder's Office;

Thence South 89 degrees 47 minutes 35 seconds East along said south line, a distance of 496.24 feet to the west line of Lot 2 in said Ferry's Subdivision;

Thence North 00 degrees 01 minutes 10 seconds West along said west line, a distance of 329.88 feet to the southwest corner of Ferry's 1st Addition, recorded in Plat Book 45 at Page 116 in said Recorder's Office;

Thence South 89 degrees 45 minutes 15 seconds East along the south line of said Ferry's 1st Addition and the south line of Lot 1 in said Ferry's Subdivision, a distance of 987.65 feet to the southeast corner of Lot 1 in said Ferry's Subdivision;

Thence North 00 degrees 37 minutes 55 seconds East along the east line of said Lot 1, a distance of 149.14 feet to the southwest corner of the Real Estate conveyed to Kent D. Lundt & Connie A. Lundt, recorded as Document Number 96-02560 in said Recorder's Office;

Thence South 89 degrees 29 minutes 54 seconds East along the south line of said Real Estate so conveyed, a distance of 241.80 feet to the west right of way line of 41st Street;

Thence South 00 degrees 17 minutes 38 seconds West along said west right of way line, a distance of 800.55 feet;

Thence southerly 160.71 feet along said west right of way line and the arc of a curve to the left having a radius of 1,472.69 feet, a chord bearing of South 02 degrees 49 minutes 57 seconds East, and a chord distance of 160.63 feet to the northeast corner of said Ferry's Office Addition;

Thence North 89 degrees 53 minutes 14 seconds West along the north line of said Ferry's Office Addition, a distance of 256.24 feet to the Point of Beginning.

The above described parcel contains 1,032,770 square feet or 23.709 acres, more or less as shown by the attached Final Plat.

be and the same is hereby approved.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

August 14, 2012

\_\_\_\_\_  
Date

Passed: August 14, 2012

Approved: August 28, 2012

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

City Clerk

Approved as to Form:

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



Surveyor's Certificate

State of Illinois )  
 ) ss.  
County of Rock Island )

I, Daryl A. Brickner, an Illinois professional land surveyor, hereby state that the annexed plat is a true and correct representation of a survey made by me or under my direction according to the surveying laws of the State of Illinois and the City of Moline's Subdivision Ordinance, of the following described property to wit:

Part of Lot 2, all of Lots 3, 4 and 5 of Ferry's Subdivision, recorded in Plat Book 43 at Page 307 in the Rock Island County Recorder's Office, part of the South Half of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter, all in Section 10, Township 17 North, Range 1 West of the 4th Principal Meridian, City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Beginning at the northwest corner of Ferry's Office Addition, recorded as Document Number 96-03124 in the Rock Island County Recorder's Office;

Thence North 00 degrees 37 minutes 55 seconds East, a distance of 145.00 feet;

Thence North 89 degrees 53 minutes 07 seconds West, a distance of 474.00 feet;

Thence North 00 degrees 06 minutes 46 seconds East, a distance of 140.00 feet;

Thence North 89 degrees 53 minutes 14 seconds West, a distance of 224.00 feet;

Thence South 00 degrees 06 minutes 46 seconds West, a distance of 140.00 feet;

Thence North 89 degrees 53 minutes 14 seconds West, a distance of 779.55 feet to the east line of Rolling Hills Addition, recorded in Plat Book 40 at Page 259 in said Recorder's Office;

Thence North 00 degrees 11 minutes 38 seconds East along said east line, a distance of 341.69 feet to the south line of the Real Estate conveyed to the County Board of School Trustees of Rock Island County, Illinois recorded as Document No. 648168 in said Recorder's Office;

Thence South 89 degrees 47 minutes 35 seconds East along said south line, a distance of 496.24 feet to the west line of Lot 2 in said Ferry's Subdivision;

Thence North 00 degrees 01 minutes 10 seconds West along said west line, a distance of 329.88 feet to the southwest corner of Ferry's 1st Addition, recorded in Plat Book 45 at Page 116 in said Recorder's Office;

Thence South 89 degrees 45 minutes 15 seconds East along the south line of said Ferry's 1<sup>st</sup> Addition and the south line of Lot 1 in said Ferry's Subdivision, a distance of 987.65 feet to the southeast corner of Lot 1 in said Ferry's Subdivision;

Thence North 00 degrees 37 minutes 55 seconds East along the east line of said Lot 1, a distance of 149.14 feet to the southwest corner of the Real Estate conveyed to Kent D. Lundt & Connie A. Lundt, recorded as Document Number 96-02560 in said Recorder's Office;

Thence South 89 degrees 29 minutes 54 seconds East along the south line of said Real Estate so conveyed, a distance of 241.80 feet to the west right of way line of 41st Street;

Thence South 00 degrees 17 minutes 38 seconds West along said west right of way line, a distance of 800.55 feet;

Thence southerly 160.71 feet along said west right of way line and the arc of a curve to the left having a radius of 1,472.69 feet, a chord bearing of South 02 degrees 49 minutes 57 seconds East, and a chord distance of 160.63 feet to the northeast corner of said Ferry's Office Addition;

Thence North 89 degrees 53 minutes 14 seconds West along the north line of said Ferry's Office Addition, a distance of 256.24 feet to the Point of Beginning.

The above described parcel contains 1,032,770 square feet or 23.709 acres, more or less as shown by the attached Final Plat.

For the purpose of this description North is based on the Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (1997 Adjustment).

This professional service conforms with the current Illinois minimum standards for a boundary survey.

Monuments as shown on the plat are set or will be set within thirty (30) days after the completion of the required improvements and their acceptance by the City, and such monuments are or will be sufficient to enable the survey to be retraced and will occupy the positions shown thereon.

No part of the property covered by this plat of subdivision is located within a Special Flood Hazard Area as identified by the Federal Emergency Management Agency.

In witness I hereunto set by hand and seal this 31st day of July, A.D. 2012.

---

Daryl A. Brickner  
Pages covered by this seal: \_\_\_\_\_  
License No. 35-3125  
My License Expiration Date is November 30, 2012  
Illinois Professional Design Firm # 184-000843



Owner's Certificate

State of Illinois )  
Rock Island County ) SS.  
City of Moline )

Know all men by these presents, that **Genesis Health System an Illinois Not For Profit Corporation**, the Owners of the land shown on the accompanying plat and described in the accompanying statement of the surveyor do hereby certify that we has caused said survey to be made and acknowledge the said plat as correct, and do hereby adopt and accept the same and cause it to be known as **GENESIS 41ST STREET ADDITION**.

Easements are hereby dedicated for the use of the City of Moline and Rock Island County, and public facilities franchise to do business within the City of Moline and Rock Island County, as indicated on the plat and marked utility easement to install, lay, construct, renew, operate and maintain gas, water conduits, cable, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other appliances for the purpose of serving the subdivision and other property with gas, water, electric and telephone service and to overhang all lots with aerial service wires to serve adjacent lots, together with the right to enter upon lots at all times to install, lay, construct, renew, operate and maintain said gas, and water pipes, conduits, cables, poles, wire, braces, guys, anchors and other appliances, and to trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with said public utility equipment, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for public utility purposes.

All streets, alleys, public open spaces and easements shown and not heretofore dedicated, are hereby dedicated to the public.

Building setback lines are hereby established as shown on this plat, between which lines and the property lines of the streets there shall be erected or maintained no building structure.

In witness whereof, we hereunto affix our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

**Owner: Genesis Health System an Illinois Not For Profit Corporation**

By: \_\_\_\_\_  
Douglas P. Cropper - President & C.E.O.

Notary Public's Certificate

State of Illinois        )  
City of Moline         ) SS.  
Rock Island County )

I, \_\_\_\_\_, a Notary Public in and for the County aforesaid, do hereby certify that **Genesis Health System an Illinois Not For Profit Corporation**, the Owners who are personally know to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and acknowledge that they signed and sealed the same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

County Clerk's Certificate

I, \_\_\_\_\_, representative for the Office of County Clerk of Rock Island County, Illinois, do hereby certify that I find no unpaid or forfeited taxes against any of the real estate included within this plat.

---

Office of County Clerk

---

Date

**Certificate of City Council**

I, Don Welvaert, Mayor of the City of Moline, do hereby certify that the plat shown hereon was duly presented to the City Council and approved at a meeting of same held on the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Don Welvaert – Mayor

Attest: \_\_\_\_\_  
Tracy A. Koranda – City Clerk

**City Clerk's Certificate**

I, Tracy A. Koranda, City Clerk in and for the said City of Moline, do hereby certify that all due assessments have been paid upon the real estate described on the accompanying plat.

In witness whereof, I hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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

**City Engineer's Certificate**

The design of the accompanying plat has been examined and found to meet the requirements of the Subdivision Ordinance.

\_\_\_\_\_  
Scott Hinton – City Engineer

Council Bill/Resolution No. 1218-2012

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

A RESOLUTION

VACATING           the final plat for Valley View Second Subdivision Phase 1 recorded September 19, 2011 at the Rock Island County Recorder's Office as Document number 2011-19383; and

APPROVING         a new final plat for Valley View Second Subdivision Phase 1 (Menard, Inc.; south of John Deere Road between 60th and 70th Streets).

\_\_\_\_\_

WHEREAS, this Council approved a preliminary plat for Valley View Second Subdivision submitted to the City by Menard, Inc. by adopting Council Bill/Resolution 1253-2010; and

WHEREAS, this Council approved a final plat for Valley View Second Subdivision Phase 1 submitted to the City by Menard, Inc. by adopting Council Bill/Resolution 1140-2011; and

WHEREAS, the Illinois Department of Transportation (IDOT) requires additional right-of-way at the ends of the deceleration and acceleration lanes located at the intersection of 65th Street and John Deere Road and requires the subdivision to be re-platted accordingly; and

WHEREAS, it has been determined that no lot within the subdivision has been conveyed so the developer, Menard, Inc., has requested that the City vacate the final plat for Valley View Second Subdivision Phase 1 and adopt in lieu thereof a new, revised plat for said subdivision which includes the right-of-way required by IDOT; and

WHEREAS, all procedural steps required by Chapter 29 of the Moline Code of Ordinances have been complied with prior to submission of same to this Council; and

WHEREAS, this Council believes and finds approval of a vacation and re-plat of Valley View Second Subdivision Phase I to be in the best interests of the City of Moline.

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

That the final plat for Valley View Second Subdivision Phase 1 recorded September 19, 2011 at the Rock Island County Recorder's Office, Document number 2011-19383 in Plat Book 48 at Page 112, is hereby vacated in its entirety in accordance with the Vacation document attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that the new final plat of Valley View Second Subdivision Phase I, a subdivision of property described as follows:

That part of the southeast quarter of the southeast quarter of Section 11, the southwest quarter of the southwest quarter of Section 12, the northwest quarter of the northwest

quarter of Section 13 and the northeast quarter of the northeast quarter of Section 14, Township 17 North, Range 1 west of the Fourth Principal Meridian described as follows:

Beginning at the northwest corner of Valley View First Subdivision as platted by Document 2007-26801, thence  $N0^{\circ}32'17''E$  along the east right-of-way line of 60th Street, 662.41 feet; thence  $S89^{\circ}42'24''W$  along said east right-of-way line, 10.00 feet; thence  $N0^{\circ}32'17''E$  along said east right-of-way line, 162.08 feet; thence  $N89^{\circ}09'27''W$  along said east right-of-way line, 4.22 feet; thence  $N0^{\circ}32'17''E$  along said east right-of-way line, 33.10 feet; thence  $S44^{\circ}22'58''E$ , 56.65 feet; thence  $S89^{\circ}18'13''E$ , 173.50 feet; thence  $N0^{\circ}41'47''E$ , 5.00 feet; thence  $S89^{\circ}18'13''E$ , 82.50 feet; thence  $S0^{\circ}41'47''W$ , 5.00 feet; thence  $S89^{\circ}18'13''E$ , 71.24 feet; thence  $N60^{\circ}00'00''E$ , 244.38 feet; thence northeasterly along a circular curve having a radius of 101.00 feet concave to the southeast, the chord of which bears  $N75^{\circ}25'38''E$ , 54.39 feet; thence  $S89^{\circ}08'44''E$ , 197.93 feet; thence  $N0^{\circ}51'16''E$ , 2.50 feet; thence  $S89^{\circ}08'44''E$ , 60.00 feet; thence  $S0^{\circ}51'16''W$ , 2.50 feet; thence  $S89^{\circ}08'44''E$ , 242.67 feet; thence  $N0^{\circ}50'09''E$ , 393.76 feet; thence  $N26^{\circ}33'18''W$ , 52.77 feet to a line 20 feet south of and parallel with the south right-of-way line of F.A. Route 595 (John Deere Road); thence westerly along said parallel line, being a circular curve having a radius of 5609.58 feet concave to the south, the chord of which bears  $N88^{\circ}00'51''W$ , 550.20 feet; thence  $N68^{\circ}56'18''W$ , 52.96 feet to said south right-of-way line; thence easterly along said south right-of-way line, being a circular curve having a radius of 5629.58 feet concave to the south, the chord of which bears  $S87^{\circ}04'26''E$ , 835.16 feet; thence  $S74^{\circ}44'19''W$ , 52.96 feet to said parallel line; thence westerly along said parallel line, being a circular curve having a radius of 5609.58 feet concave to the south, the chord of which bears  $N83^{\circ}46'52''W$ , 89.52 feet; thence  $S48^{\circ}19'19''W$ , 13.59 feet; thence  $S0^{\circ}50'09''W$ , 424.12 feet; thence  $S89^{\circ}08'44''E$ , 674.66 feet; thence southeasterly along a circular curve having a radius of 155.00 feet concave to the southwest, the chord of which bears  $S63^{\circ}40'13''E$ , 137.83 feet; thence  $S38^{\circ}11'42''E$ , 207.25 feet; thence hence southeasterly along a circular curve having a radius of 95.00 feet concave to the northeast, the chord of which bears  $S63^{\circ}53'06''E$ , 85.19 feet; thence  $S89^{\circ}34'29''E$ , 287.58 feet to the west line of 70th Street; thence  $S0^{\circ}25'31''W$  along said west line of 70th Street, 60.00 feet; thence  $N89^{\circ}34'29''W$ , 287.58 feet; thence northwesterly along a circular curve having a radius of 155.00 feet concave to the northeast, the chord of which bears  $N63^{\circ}53'06''W$ , 139.00 feet; thence  $N38^{\circ}11'42''W$ , 207.25 feet; thence northwesterly along a circular curve having a radius of 95.00 feet concave to the southwest, the chord of which bears  $N63^{\circ}40'13''W$ , 84.48 feet; thence  $N89^{\circ}08'44''W$ , 734.64 feet; thence  $S0^{\circ}50'09''W$ , 911.00 feet to the north line of said Valley View First Subdivision; thence  $N89^{\circ}08'46''W$  along said north line, 70.22 feet; thence  $N0^{\circ}33'48''E$  along said north line, 13.00 feet; thence  $N89^{\circ}08'46''W$  along said north line, 1037.72 feet to the point of beginning in the City of Moline, Rock Island County, Illinois.

and attached hereto as Exhibit "B", be and the same is hereby approved.

BE IT FURTHER RESOLVED that the offer to dedicate all streets, easements, and other public land shown on said plat and the public improvements guaranteed by development agreement constructed thereon will be accepted by this Council upon receipt of certificate of the City Engineer.

Council Bill/Resolution No. 1218-2012

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

Page 3

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

August 14, 2012

Passed: August 14, 2012

Approved: August 28, 2012

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

Approved as to Form:

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

VACATION  
Of Valley View Second Subdivision  
Phase One recorded as Document 2011-19383  
in Book 48 of Plats at Page 112

State of Wisconsin )  
County of Menominee) S.S.

This is to certify that Menard, Inc. is the owner of the lands shown and described on the annexed Plat and by its duly authorized officers has as such owner caused the same to be surveyed, subdivided and platted as shown thereon for the uses and purposes therein set forth and has caused said plat to be executed and placed of record as shown.

It is further certified that public rights-of-way were dedicated by the annexed Plat, that rights for or need for vehicular access to any public right-of-way was created by said Plat and that easement rights were granted by said Plat.

It is the express desire of said owner that, by the execution and placement of record of this instrument, said plat be VACATED and that the effect of said Document 2011-19383 be deemed to have been destroyed as provided by 765 ILCS 205/6, said Vacation being hereby acknowledged and adopted under the style and title thereon shown. The City of Moline, Illinois approves this action as certified herein and reserves to the public body or public utility owning such facilities, the property, rights of way, and easements necessary for continuing public service by means of those facilities and for the maintenance, renewal and reconstruction of the same.

Given this \_\_\_\_ day of \_\_\_\_\_, A.D.2012.

Menard, Inc.

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

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

State of Wisconsin )  
County of Menominee) S.S.

I, \_\_\_\_\_, a notary public in and for the County and State aforesaid do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_ of Menard, Inc., who are personally known to me to be the same persons whose names are subscribed to the foregoing certificate, appeared before me this day in person and acknowledged the execution of the annexed instrument as being pursuant to authority given and as their free and voluntary act and as the free and voluntary act of Menard, Inc.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, A.D.2012.

\_\_\_\_\_  
notary public

State of Illinois )  
County of Rock Island) S.S.

This is to certify that The City of Moline, a body politic and corporate in the County and State aforesaid does, after consultation with all appropriate municipal entities, hereby approve the annexed VACATION of the herein cited Plat as provided by 765 ILCS 205/6 this \_\_\_\_ day of \_\_\_\_\_, A.D.2012.

City of Moline

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

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





Council Bill/Resolution No. 1219-2012

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

A RESOLUTION

AUTHORIZING the concept of a redevelopment project as proposed to be constructed on the property located in the 2500 and 2600 block of River Drive, Moline, Illinois, for the Riverfront Commons redevelopment project; and

AFFIRMING the intent of the City to provide incentives as warranted and justified so that the project will be economically viable; and

AUTHORIZING staff to negotiate a development agreement to be reviewed for approval by the City Council for a term of 12 months with Three Corners, LLC, exclusively.

\_\_\_\_\_

WHEREAS, Three Corners, LLC has been selected as the developer of choice for the City owned property known as RiverTech/Hendricks redevelopment project; and

WHEREAS, redevelopment of the site will enhance the Western Illinois University campus project, provide new property and sales tax to the Tax Increment Financing District, and increase the viability of River Drive and the surrounding area.

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

That staff is hereby authorized to negotiate a development agreement concerning redevelopment of the property exclusively with Three Corners, LLC, which agreement shall be subject to further review and approval by the City Council. The term of this Resolution shall be 12 months.

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to the City's Home Rule powers provided in Article VII of the Illinois Constitution and is intended to supercede and control over any conflicting or contrary statute, rule or pronouncement of State law.

BE IT FURTHER RESOLVED that City staff is authorized to proceed by negotiation for the ultimate sale or lease of municipal real property needed for this project; however, any such final sale or lease shall be by ordinance and subject to final approval by the City Council.

BE IT FURTHER RESOLVED that the intentions, affirmations and authorizations of the City of Moline as expressed in the recital of the project identified herein are approved as to concept; provided, however that neither and none of such intentions, affirmations, authorizations or recitals are binding upon the City nor may the same be relied upon by any person or entity, to

Council Bill/Resolution No. 1219-2012

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

Page 2

such entity or person's detriment, or for any reason whatsoever, whether third person or otherwise; and provided further, that any and all such agreements referenced herein shall be separately reviewed and approved by the City Council subsequent to this Resolution and also approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

August 14, 2012

Passed: August 14, 2012

Approved: August 28, 2012

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

APPROVED AS TO FORM:

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

Council Bill/Resolution No.: 1220-2012

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Davenport Electric Contract Company for Project #1155, River Drive Lighting Replacement, in the amount of \$120,371.00.

WHEREAS, bids were publicly read on July 17, 2012; and

WHEREAS, bids were solicited with Davenport Electric Contract Company submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Davenport Electric Contract Company for Project #1155, River Drive Lighting Replacement, in the amount of \$120,371.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
August 14, 2012  
Date

Passed: August 14, 2012

Approved: August 28, 2012

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

Approved as to form:

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

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012, between **DAVENPORT ELECTRIC CONTRACT COMPANY** of **529 PERSHING AVENUE, P.O. BOX 4229, DAVENPORT, IA 52808**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED TWENTY THOUSAND THREE HUNDRED SEVENTY ONE AND NO/100 (\$120,371.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1155, RIVER DRIVE LIGHTING REPLACEMENT** as set out in the plans and specifications.

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

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

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.state.il.us/agency/idol/rates/ODDMO/ROCK\\_ISL.htm](http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm).

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

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

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

**THREE HUNDRED SEVENTY ONE AND NO/100 (\$120,371.00) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

\_\_\_\_\_

CITY OF MOLINE, ILLINOIS

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

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

Mayor

\_\_\_\_\_

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

City Clerk

Approved as to form:

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

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

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

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 4032-2012

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 the Paulaner Biergarten Tour scheduled for Thursday, August 30, 2012 through Sunday, September 2, 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:

Wednesday, August 29, 2012, 12:00 p.m. to Sunday, September 2, 2012, 11:00 p.m.

Alley in the 400 block between 14<sup>th</sup> and 15<sup>th</sup> Streets,  
the closure to be from the westernmost side of 15<sup>th</sup> 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/Ordinance No.: 4033-2012

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 the Taming of the Slough scheduled for Saturday, September 15, 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:

Saturday, September 15, 2012, from 7:00 a.m. to 11:00 a.m. Partial lane closures will be required along the route and will be marked with cones.

**Bike Portion**

River Drive, from the northernmost westbound lane from the westernmost side of 17<sup>th</sup> Street to the easternmost side of 1<sup>st</sup> Street.

**Run Portion**

Westernmost southbound lane of 17<sup>th</sup> Street from the cul de sac top to the northernmost side of River Drive; and  
Northernmost westbound lane of River Drive from the westernmost side of 17<sup>th</sup> Street to the westernmost side of 12<sup>th</sup> Street; and  
Westernmost southbound lane of 12<sup>th</sup> Street from the northernmost side of River Drive to the northernmost side of 6<sup>th</sup> Avenue.

It shall be an offense to use said roadways for vehicular purposes during the 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.: 4034-2012  
Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to declare the property at 2426 5<sup>th</sup> Avenue as surplus and to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2426 5<sup>th</sup> Avenue, Moline, to Darrell K. McColl.

\_\_\_\_\_  
WHEREAS, the City acquired the property at 2426 5<sup>th</sup> Avenue via Quit Claim Deed and anticipated using abatement funds to demolish the home. However, contractors expressed interest in rehabilitating and purchasing this home; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 2426 5<sup>th</sup> Avenue on June 19, 2012, and Darrell K. McColl was the only person who submitted a proposal; and

WHEREAS, Darrell K. McColl has offered to purchase 2426 5<sup>th</sup> Avenue for \$100.00 and promises to complete interior and exterior repair and restoration of the building on said property within five (5) months of the date of possession of said property, with possible extension of the completion date as may be agreed to in writing by the parties; and

WHEREAS, 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; and

WHEREAS, this property was in arrears for taxes in the amount of \$38,070.34. Those taxes have been deemed null and void by the County Treasurer, and the only taxes that remain are the property taxes for 2011 currently due and owing in the amount of \$1,708.24; and

WHEREAS, Staff recommends that the City pay half of the property taxes, and Darrell K. McColl shall pay the other half. The total payments by the City will be \$854.12.

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

**Section 1** – That the property at 2426 5<sup>th</sup> Avenue is hereby declared as surplus property, and the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 2426 5<sup>th</sup> Avenue, Moline, Illinois, with Darrell K. McColl, and do all things necessary to convey said property to Darrell K. McColl, in return for payment of \$100.00, plus a right of reverter requiring Darrell K. McColl, to complete interior and exterior renovations of said property within five (5) months of the date of possession of said property, with possible extension of the completion date as may be agreed to in writing by the parties, or the property would revert to the City; provided, however, that said agreement is substantially similar in form

Council Bill/Special Ordinance No.: 4034-2012  
Sponsor: \_\_\_\_\_  
Page 2 of 2

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 the Finance Director is authorized to pay, if necessary, half of the 2011 property taxes to the County Treasurer in an amount not to exceed \$854.12.

**Section 3** – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to Form:

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

**AGREEMENT FOR SALE OF REAL ESTATE**

CITY OF MOLINE  
A MUNICIPAL CORPORATION  
**SELLER**

DARRELL K. MCCOLL

**PURCHASER**

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

Address: 2505 46<sup>th</sup> Street  
Moline, IL 61265

Telephone: (309) 524-2012

Telephone: (309) 781-8084

**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 2426 5<sup>th</sup> Avenue, Moline, Illinois (Parcel Number 08-2902), consisting of 5,730 square feet, more or less, legally described as:

The West 38.4 feet of Lot Number Three (3) in Block Number One (1) in that part of the City of Moline known as and called H.R. Edwards' Addition to the City of Moline; situated in the County of Rock Island and State of Illinois.

Hereinafter referred to as the "Property," for the total sum of ONE HUNDRED and No/100 DOLLARS (\$100.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 2426 5<sup>th</sup> Avenue within five (5) 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 September 4, 2012, to allow Seller's City Council to consider and approve this Agreement at its August 28, 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 One Hundred and No/100 Dollars (\$100.00). Purchaser shall pay Fifty and No/100 Dollars (\$50.00) upon execution of this Agreement. The remaining Fifty and No/100 Dollars (\$50.00) shall be paid by Purchaser at Closing. All 2011 taxes due and payable in 2012 shall be borne and paid one half by Purchaser and one half by Seller. Future taxes not otherwise provided for herein shall be paid by Purchaser.
2. Purchaser acknowledges and agrees to the following construction schedule:

Clean out house; replace two window units; new roofing, windows and siding; new kitchen cabinets; new floors throughout; new fixtures throughout; gable over flat roof in rear; clean yard; landscape around house; repair fence; rewire and plumbing; and update mechanical where necessary.

**The deadline to complete all renovations is February 4, 2013.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment signed by both parties. In no event shall the completion date be extended beyond May 15, 2013.

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 Purchaser or his/her 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 February 4, 2013, 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 February 4, 2013 ("Closing"), with possession of the Property to be delivered to Purchaser on or before September 4, 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 is delivered to the Purchaser. 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 September 4, 2012, and Purchaser's offer to buy herein shall be irrevocable to and including September 4, 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, Fifty and No/100 Dollars (\$50.00) 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 August 28, 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

DARRELL K. MCCOLL

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

Council Bill/Special Ordinance No. 4035-2012  
Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Quit Claim Deed between the City of Moline and Autumn Trails L.L.C.

WHEREAS, as part of the closing between Autumn Trails L.L.C. and the new purchaser of the memory care facility, some question was raised as to whether the drives in the development were public or private; and

WHEREAS, following review, all parties agree that the drives, labeled as Outlots A and D on the final plat, were intended to be and are private; and

WHEREAS, as an assurance that the new owners have legal access to the memory care facility, the parties to the sale request that the City dedicate any ownership interest in the drives via a quit claim deed to Autumn Trails L.L.C.; and

WHEREAS, the dedication will serve to clarify that the drives are private and that the City will retain all existing interest in the easements and utilities.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute a Quit Claim Deed between the City of Moline and Autumn Trails L.L.C.; provided, however, that said Quit Claim Deed is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

**Section 2** – That this ordinance shall be in full force and effect from and after its 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

This document was prepared by  
and after recording return to:  
Richard J. Traub, Esq.  
Freeborn & Peters LLP  
311 South Wacker Drive  
Suite 3000  
Chicago, Illinois 60606

---

**QUIT CLAIM DEED**

THIS INDENTURE (this "Deed"), made this \_\_\_\_ day of \_\_\_\_\_, 2012, WITNESSETH: that the GRANTOR, **CITY OF MOLINE, an Illinois municipal corporation**, having an address of 619 16<sup>th</sup> Street, Moline, Illinois 61265 for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, conveys and quitclaims to GRANTEE, **AUTUMN TRAILS, L.L.C., an Illinois limited liability company**, having an address of 28W771 Morris Court, Warrenville, IL 60555, Attn: George Bialecki, all interest in certain real estate (the "Premises") situated in the County of Rock Island in the State of Illinois, such Premises being more particularly described on **Exhibit A** attached hereto, and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Index Numbers: 0831449010 and 0831449011

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents the day and year first above written.

**CITY OF MOLINE, an Illinois municipal  
corporation**

By: \_\_\_\_\_  
Name: Donald Welvaert  
Its: Mayor

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



**Exhibit A**

**LEGAL DESCRIPTION OF THE PREMISES**

OUTLOT A AND OUTLOT D IN AUTUMN TRAILS ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

**LESS AND EXCEPT** ALL PUBLIC SANITARY SEWER, STORM SEWER, AND WATER MAINS LOCATED BELOW THE PREMISES AND **LESS AND EXCEPT** ALL EASEMENT RIGHTS.

# **City of Moline**

July 2012  
Financial Report

CITY OF MOLINE  
SUMMARY OF REVENUE AND EXPENDITURES  
AS OF 07/31/12

|                               | BUDGET       | YTD<br>ACTUAL | VARIANCE      |
|-------------------------------|--------------|---------------|---------------|
| <b>GENERAL FUND</b>           |              |               |               |
| Revenues                      | \$40,477,720 | \$22,368,851  | \$18,108,869  |
| Expenditures                  | \$40,477,720 | \$20,363,600  | \$20,114,120  |
| Difference                    | \$0          | \$2,005,251   |               |
| <b>GENERAL TRUST FUND</b>     |              |               |               |
| Revenues                      | \$400,000    | \$272,659     | \$127,341     |
| Expenditures                  | \$400,000    | \$119,185     | \$280,815     |
| Difference                    | \$0          | \$153,474     |               |
| <b>SMALL RENTAL PROPERTY</b>  |              |               |               |
| Revenues                      | \$168,025    | \$224,898     | (\$56,873)    |
| Expenditures                  | \$168,025    | \$147,029     | \$20,996      |
| Difference                    | \$0          | \$77,868      |               |
| <b>SFOOR GRANT</b>            |              |               |               |
| Revenues                      | \$136,060    | \$189,412     | (\$53,352)    |
| Expenditures                  | \$136,060    | \$143,509     | (\$7,449)     |
| Difference                    | \$0          | \$45,903      |               |
| <b>TOURISM FUND</b>           |              |               |               |
| Revenues                      | \$1,007,660  | \$444,658     | \$563,002     |
| Expenditures                  | \$1,007,660  | \$287,523     | \$720,137     |
| Difference                    | \$0          | \$157,135     |               |
| <b>2009 LEAD HAZARD GRANT</b> |              |               |               |
| Revenues                      | \$200,375    | \$583,645     | (\$383,270)   |
| Expenditures                  | \$200,375    | \$209,184     | (\$8,809)     |
| Difference                    | \$0          | \$374,460     |               |
| <b>NSP2 GRANT</b>             |              |               |               |
| Revenues                      | \$1,264,000  | \$2,328,621   | (\$1,064,621) |
| Expenditures                  | \$1,264,000  | \$328,867     | \$935,133     |
| Difference                    | \$0          | \$1,999,754   |               |
| <b>LIBRARY FUND</b>           |              |               |               |
| Revenues                      | \$2,991,090  | \$1,139,849   | \$1,851,241   |
| Expenditures                  | \$2,991,090  | \$1,586,366   | \$1,404,724   |
| Difference                    | \$0          | (\$446,517)   |               |
| <b>PARK FUND</b>              |              |               |               |
| Revenues                      | \$4,005,665  | \$1,822,574   | \$2,183,091   |
| Expenditures                  | \$4,005,665  | \$1,840,302   | \$2,165,363   |
| Difference                    | \$0          | (\$17,728)    |               |
| <b>MOTOR FUEL TAX FUND</b>    |              |               |               |
| Revenues                      | \$3,520,270  | \$808,557     | \$2,711,713   |
| Expenditures                  | \$3,520,270  | \$787,604     | \$2,732,666   |
| Difference                    | \$0          | \$20,953      |               |

|                                     | BUDGET      | YTD<br>ACTUAL | VARIANCE      |
|-------------------------------------|-------------|---------------|---------------|
| <b>COMMUNITY DEVELOPMENT</b>        |             |               |               |
| Revenues                            | \$773,245   | \$265,379     | \$507,866     |
| Expenditures                        | \$773,245   | \$570,578     | \$202,667     |
| Difference                          | \$0         | (\$305,199)   |               |
| <b>REVOLVING LOAN FUND</b>          |             |               |               |
| Revenues                            | \$192,000   | \$11,219      | \$180,781     |
| Expenditures                        | \$192,000   | \$0           | \$192,000     |
| Difference                          | \$0         | \$11,219      |               |
| <b>TAX INCREMENTAL FINANCING #1</b> |             |               |               |
| Revenues                            | \$4,379,690 | \$2,669,677   | \$1,710,013   |
| Expenditures                        | \$4,379,690 | \$747,655     | \$3,632,035   |
| Difference                          | \$0         | \$1,922,022   |               |
| <b>TAX INCREMENTAL FINANCING #2</b> |             |               |               |
| Revenues                            | \$288,840   | \$2,803,899   | (\$2,515,059) |
| Expenditures                        | \$288,840   | \$2,173,233   | (\$1,884,393) |
| Difference                          | \$0         | \$630,666     |               |
| <b>TAX INCREMENTAL FINANCING #3</b> |             |               |               |
| Revenues                            | \$51,115    | \$52,188      | (\$1,073)     |
| Expenditures                        | \$51,115    | \$49,399      | \$1,716       |
| Difference                          | \$0         | \$2,789       |               |
| <b>TAX INCREMENTAL FINANCING #4</b> |             |               |               |
| Revenues                            | \$150,000   | \$235,140     | (\$85,140)    |
| Expenditures                        | \$150,000   | \$93,563      | \$56,437      |
| Difference                          | \$0         | \$141,577     |               |
| <b>HOMEBUYER GRANT</b>              |             |               |               |
| Revenues                            | \$354,010   | \$60,000      | \$294,010     |
| Expenditures                        | \$354,010   | \$10,368      | \$343,642     |
| Difference                          | \$0         | \$49,632      |               |
| <b>TIF #5 KONE CENTRE</b>           |             |               |               |
| Revenues                            | \$32,110    | \$204         | \$31,906      |
| Expenditures                        | \$32,110    | \$0           | \$32,110      |
| Difference                          | \$0         | \$204         |               |
| <b>TIF #7 BUSINESS PARK</b>         |             |               |               |
| Revenues                            | \$17,305    | \$4,014       | \$13,291      |
| Expenditures                        | \$17,305    | \$59,581      | (\$42,276)    |
| Difference                          | \$0         | (\$55,567)    |               |
| <b>TIF #9 Route 150</b>             |             |               |               |
| Revenues                            | \$0         | \$1           | (\$1)         |
| Expenditures                        |             | \$5,808       | (\$5,808)     |
| Difference                          | \$0         | (\$5,807)     |               |
| <b>TIF #10 Health Park</b>          |             |               |               |
| Revenues                            | \$0         | \$0           | \$0           |
| Expenditures                        | \$0         | \$6,792       | (\$6,792)     |
| Difference                          | \$0         | (\$6,792)     |               |

|                                | BUDGET       | YTD<br>ACTUAL | VARIANCE    |
|--------------------------------|--------------|---------------|-------------|
| <b>SPECIAL SERVICE AREA #5</b> |              |               |             |
| Revenues                       | \$119,470    | \$94,925      | \$24,545    |
| Expenditures                   | \$119,470    | \$45,252      | \$74,218    |
| Difference                     | \$0          | \$49,672      |             |
| <b>SPECIAL SERVICE AREA #6</b> |              |               |             |
| Revenues                       | \$238,615    | \$99,874      | \$138,741   |
| Expenditures                   | \$238,615    | \$52,125      | \$186,490   |
| Difference                     | \$0          | \$47,748      |             |
| <b>WATER FUND</b>              |              |               |             |
| Revenues                       | \$10,407,790 | \$4,430,988   | \$5,976,802 |
| Expenditures                   | \$10,407,790 | \$4,252,581   | \$6,155,209 |
| Difference                     | \$0          | \$178,408     |             |
| <b>WPC FUND</b>                |              |               |             |
| Revenues                       | \$7,974,170  | \$4,563,153   | \$3,411,017 |
| Expenditures                   | \$7,974,170  | \$2,616,267   | \$5,357,903 |
| Difference                     | \$0          | \$1,946,886   |             |
| <b>STORMWATER UTILITY</b>      |              |               |             |
| Revenues                       | \$1,080,170  | \$587,024     | \$493,146   |
| Expenditures                   | \$1,080,170  | \$384,719     | \$695,451   |
| Difference                     | \$0          | \$202,305     |             |
| <b>FIRE PENSION</b>            |              |               |             |
| Revenues                       | \$4,137,325  | \$1,562,118   | \$8,811     |
| Expenditures                   | \$4,137,325  | \$2,488,001   | \$1,649,324 |
| Difference                     | \$0          | (\$925,883)   |             |
| <b>REHER ART GALLERY</b>       |              |               |             |
| Revenues                       | \$28,815     | \$13,766      | \$15,049    |
| Expenditures                   | \$28,815     | \$9,688       | \$19,127    |
| Difference                     | \$0          | \$4,078       |             |
| <b>PERPETUAL CARE FUND</b>     |              |               |             |
| Revenues                       | \$14,100     | \$8,526       | \$83,516    |
| Expenditures                   | \$14,100     | \$0           | \$14,100    |
| Difference                     | \$0          | \$8,526       |             |
| <b>PARK/CEMETERY GIFTS</b>     |              |               |             |
| Revenues                       | \$12,250     | \$9,607       | \$2,643     |
| Expenditures                   | \$12,250     | \$19,463      | (\$7,213)   |
| Difference                     | \$0          | (\$9,857)     |             |
| <b>FOREIGN FIRE INS TAX</b>    |              |               |             |
| Revenues                       | \$31,700     | \$0           | \$31,700    |
| Expenditures                   | \$31,700     | \$49,948      | (\$18,248)  |
| Difference                     | \$0          | (\$49,948)    |             |
| <b>POLICE PENSION</b>          |              |               |             |
| Revenues                       | \$4,182,950  | \$1,681,981   | \$2,500,969 |
| Expenditures                   | \$4,182,950  | \$1,725,557   | \$2,457,393 |
| Difference                     | \$0          | (\$43,575)    |             |

|                                 | BUDGET        | YTD<br>ACTUAL | VARIANCE     |
|---------------------------------|---------------|---------------|--------------|
| <b>LIBRARY TRUST</b>            |               |               |              |
| Revenues                        | \$62,200      | \$46,080      | \$16,120     |
| Expenditures                    | \$62,200      | \$62,897      | (\$697)      |
| Difference                      | \$0           | (\$16,817)    |              |
| <b>HEALTH BENEFIT FUND</b>      |               |               |              |
| Revenues                        | \$7,453,815   | \$3,438,396   | \$4,015,419  |
| Expenditures                    | \$7,453,815   | \$3,351,406   | \$4,102,409  |
| Difference                      | \$0           | \$86,990      |              |
| <b>OPEB RETIREMENT FUND</b>     |               |               |              |
| Revenues                        | \$0           | \$688         | (\$688)      |
| Expenditures                    | \$0           | \$0           | \$0          |
| Difference                      | \$0           | \$688         |              |
| <b>INFORMATION TECHNOLOGY</b>   |               |               |              |
| Revenues                        | \$1,140,660   | \$529,679     | \$610,981    |
| Expenditures                    | \$1,140,660   | \$600,840     | \$539,820    |
| Difference                      | \$0           | (\$71,160)    |              |
| <b>LIABILITY FUND</b>           |               |               |              |
| Revenues                        | \$3,205,320   | \$1,873,025   | \$1,332,295  |
| Expenditures                    | \$3,205,320   | \$1,121,830   | \$2,083,490  |
| Difference                      | \$0           | \$751,195     |              |
| <b>FLEET SERVICES</b>           |               |               |              |
| Revenues                        | \$4,257,570   | \$2,394,454   | \$1,863,116  |
| Expenditures                    | \$4,257,570   | \$1,553,320   | \$2,704,250  |
| Difference                      | \$0           | \$841,134     |              |
| <b>SANITATION FUND</b>          |               |               |              |
| Revenues                        | \$2,284,600   | \$1,621,142   | \$663,458    |
| Expenditures                    | \$2,284,600   | \$1,244,071   | \$1,040,529  |
| Difference                      | \$0           | \$377,071     |              |
| <b>DEBT. SERVICE FUND</b>       |               |               |              |
| Revenues                        | \$7,122,730   | \$4,418,991   | \$2,703,739  |
| Expenditures                    | \$7,122,730   | \$4,877,119   | \$2,245,611  |
| Difference                      | \$0           | (\$458,127)   |              |
| <b>2007 ESCROW ACCOUNT</b>      |               |               |              |
| Revenues                        | \$0           | \$245,011     | (\$245,011)  |
| Expenditures                    | \$0           | \$245,000     | (\$245,000)  |
| Difference                      | \$0           | \$11          |              |
| <b>CAPITAL IMPROVEMENT FUND</b> |               |               |              |
| Revenues                        | \$7,512,000   | \$4,205,135   | \$3,306,865  |
| Expenditures                    | \$7,512,000   | \$3,137,807   | \$4,374,193  |
| Difference                      | \$0           | \$1,067,327   |              |
| <b>* TOTALS</b>                 |               |               |              |
| Revenues                        | \$121,678,430 | \$68,064,814  | \$53,613,616 |
| Expenditures                    | \$121,678,430 | \$57,767,529  | \$63,910,901 |
| Difference                      | \$0           | \$10,297,285  |              |

**City of Moline  
Major Revenue Projection  
Summary Sheet  
as of July 31, 2012**

| Revenues                  | Year to Date Receipts | Projections         | Current Budget      | Budget Variance    | Prior Year Actual   | % Change Cur Proj/<br>Prior Yr | Last Month's Projection | % Change Proj<br>This Month/<br>Last Month |
|---------------------------|-----------------------|---------------------|---------------------|--------------------|---------------------|--------------------------------|-------------------------|--|
| Property Tax              | \$4,893,327           | <b>\$14,684,000</b> | \$14,684,000        | <b>\$0</b>         | \$14,323,438        | 2.52%                          | \$14,684,000            | 0.00%                                      |
| State Sales Tax           | \$5,623,336           | <b>\$9,620,000</b>  | \$9,720,000         | <b>(\$100,000)</b> | \$9,155,388         | 6.17%                          | \$9,620,000             | 0.00%                                      |
| Water User Fees           | \$4,015,335           | <b>\$7,203,650</b>  | \$7,203,650         | <b>\$0</b>         | \$6,536,186         | 10.21%                         | \$7,203,650             | 0.00%                                      |
| Home Rule Sales Tax       | \$4,827,154           | <b>\$8,300,000</b>  | \$8,220,000         | <b>\$80,000</b>    | \$8,159,401         | 0.74%                          | \$8,220,000             | 0.97%                                      |
| Sewer User Fees           | \$3,847,361           | <b>\$7,017,810</b>  | \$6,882,400         | <b>\$135,410</b>   | \$5,953,357         | 15.61%                         | \$6,882,400             | 1.97%                                      |
| Income Tax                | \$2,499,558           | <b>\$3,669,800</b>  | \$3,280,800         | <b>\$389,000</b>   | \$3,423,885         | -4.18%                         | \$3,600,000             | 1.94%                                      |
| Telecommunication Tax     | \$1,186,396           | <b>\$1,800,000</b>  | \$1,800,000         | <b>\$0</b>         | \$1,799,668         | 0.02%                          | \$1,800,000             | 0.00%                                      |
| Corporate Replacement Tax | \$1,657,045           | <b>\$2,211,265</b>  | \$2,129,265         | <b>\$82,000</b>    | \$2,151,879         | -1.05%                         | \$2,211,265             | 0.00%                                      |
| Utility Taxes             | \$1,615,799           | <b>\$3,000,000</b>  | \$3,350,000         | <b>(\$350,000)</b> | \$1,872,666         | 0.00%                          | \$3,000,000             | 0.00%                                      |
| Prepared Food/Liquor Tax  | \$1,150,983           | <b>\$1,875,000</b>  | \$1,850,000         | <b>\$25,000</b>    | \$1,919,513         | -3.62%                         | \$1,875,000             | 0.00%                                      |
| <b>Total</b>              | <b>\$31,316,294</b>   | <b>\$59,381,525</b> | <b>\$59,120,115</b> | <b>\$261,410</b>   | <b>\$55,295,381</b> | 6.92%                          | <b>\$59,096,315</b>     | 0.48%                                      |

NOTE: State of Illinois is three months behind in remitting Income Tax payments.  
Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10  
Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10  
Utility Tax increased from 3% to 5% as of 1/1/12