



# MOLINE CITY COUNCIL AGENDA

Tuesday, September 25, 2012

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## CONSENT AGENDA

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

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

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of September 18, 2012.

## SECOND READING ORDINANCES

### 1. Council Bill/Special Ordinance 4040-2012

A Special Ordinance declaring the property at 1622 14<sup>th</sup> Avenue as surplus and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 1622 14<sup>th</sup> Avenue, Moline, to Mark Griffin d/b/a Soar with the Eagles.

**EXPLANATION:** The City acquired the property at 1622 14<sup>th</sup> Avenue as a result of abandoned building proceedings 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 1622 14<sup>th</sup> Avenue on August 8, 2012, and Mark Griffin d/b/a Soar with the Eagles (“Soar with the Eagles”) submitted the proposal most advantageous to the City. Soar with the Eagles has offered to purchase 1622 14<sup>th</sup> Avenue for \$27,500.00 and promises to complete interior and exterior repair and restoration of the buildings on said property within three (3) 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, but in no event shall the completion date be extended beyond April 1, 2013. 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 property taxes in the amount of \$2,343.74. Those taxes have been deemed null and void by the County Treasurer, and the only property taxes that remain are the taxes for 2011 currently due and owing in the amount of \$2,022.44. The City will also be responsible for its pro-rated share of the 2012 taxes payable in 2013; such amount shall not exceed \$1,494.42. Staff recommends the City paying the 2011 and a portion of the 2012 property taxes from the proceeds received from the sale of the property.

**FISCAL IMPACT:** N/A

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

**2. Council Bill/Special Ordinance 4041-2012**

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 Enterprise Live-Work Lofts Grand Opening scheduled for Wednesday, September 26, 2012.

**EXPLANATION:** Moline Enterprise Live-Work Lofts is holding a grand opening.

**FISCAL IMPACT:** N/A

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

**RESOLUTIONS**

**3. Council Bill/Resolution 1237-2012**

A Resolution authorizing the Mayor and City Clerk to execute a new contract with JPMorgan Chase to provide a purchasing card program for the City of Moline.

**EXPLANATION:** The City of Moline currently has a contract (dated January 2, 2008) with JPMorgan Chase for a Purchasing Card Program, a procurement and payment tool that increases efficiencies without sacrificing internal control. The bank also offers a rebate program so the City receives a rebate annually. At the \$4,000,000 annual spending level, our rebate is currently 0.82%. JP Morgan Chase is now offering a State of Illinois purchasing card program that is the same as the City currently has in place however with a higher rebate schedule. They have offered to add the new rebate schedule to the City contract and at the \$4,000,000 annual spending level, the rebate will be 1.21%.

**FISCAL IMPACT:** Increased rebate on purchases

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

**4. Council Bill/Resolution 1238-2012**

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

**EXPLANATION:** Windstream Communications, Inc. wishes to install fiber-optic facilities in right-of-way. The fiber optic line would run from an existing cable in the 1900 block of 9<sup>th</sup> Street to the border of Rock Island at 16<sup>th</sup> Avenue, and then continuing on into the City of Rock Island. Please see the attachments for more details.

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

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

**5. Council Bill/Resolution 1239-2012**

A Resolution authorizing the purchase of sixteen flexible fuel E85 Police Pursuit Vehicles for the Police Department from Morrow Brothers Ford, Greenfield, Illinois in the total amount of \$446,464.00.

**EXPLANATION:** Fleet Services has budgeted to replace 20 police pursuit vehicles in 2012 for a total cost of \$554,595.00. Morrow Brothers Ford in Greenfield, Illinois is currently the Illinois State Bid Joint Purchase contract holder (Contract #4017160) with the 2012 Ford Police Pursuit Vehicle. The determination has been made by Fleet Services and the Police Department staff that only 16 units should be purchased in 2012 and the remaining units will be deferred for replacement until 2013. The price for 16 units as specified is \$446,464.00. These units will operate on clean burning E85 or 87 octane unleaded fuel. The current units will be reassigned or disposed of by the method most advantageous to the City. Additional documentation is attached.

**FISCAL IMPACT:** \$554,595.00 is budgeted in Account #448-0867-437.07-03

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

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**RESOLUTIONS**

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

**6. Council Bill/Resolution 1240-2012**

A Resolution authorizing the Mayor and City Clerk to approve the use of unspent TIF funds to complete the installation of the sidewalks in the Autumn Trails Development.

**EXPLANATION:** Approval of this item will allow the City’s sidewalk contractor, Centennial Contractors, to complete the installation of sidewalks in the Autumn Trails Development.

**FISCAL IMPACT:** To be paid out of TIF Account

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

1240-2012		
Council Member	Aye	Nay
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Welvaert		

**FIRST READING ORDINANCES**

**7. Council Bill/Special Ordinance 4042-2012**

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 Lighting on the Commons scheduled for Saturday, November 17, 2012.

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

**FISCAL IMPACT:** N/A

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

**8. Council Bill/Special Ordinance 4043-2012**

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 Bier Stube Oktoberfest scheduled for Friday, October 5, 2012 and Saturday, October 6, 2012.

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

**FISCAL IMPACT:** N/A

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

**9. Council Bill/Special Ordinance 4044-2012**

A Special Ordinance authorizing the development of the vacant lots located at 3705 and 3809 11th Avenue Place, specifically Parcels 07-7990 and 07-6746-1, for the construction of single-family homes without requiring the improvement of 11<sup>th</sup> Avenue Place to current City standards as long as said homes are equipped with an approved automatic sprinkler system, are within 600 feet of a fire hydrant, and are in compliance with all other City ordinances and regulations.

**EXPLANATION:** Chapter 29 of the Moline Code of Ordinances requires that all land must be developed in accordance with the requirements of the Code, including the improvement of streets to City standards. 11<sup>th</sup> Avenue Place east of 34<sup>th</sup> Street is a dead end, unimproved street as narrow as ten feet in parts with deep ditches running along each side that would be extremely costly to improve and that serves a total of five properties. Two of the five properties accessed by 11<sup>th</sup> Avenue Place are vacant lots, and the owners of these lots have requested that they be able to build on these lots without undertaking the cost of improving the road. This Council seeks to encourage the development of quality housing in the City and recognizes the uniqueness of the situation and topography of 11<sup>th</sup> Avenue Place and the burden of requiring the road to be improved for the development of two properties. The fire and safety regulations of the City allow for proper fire protection without an access road as long as the building is equipped with an approved automatic sprinkler system, and there is a fire hydrant located within 600 feet of the building.

**FISCAL IMPACT:** N/A

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

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

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

**EXECUTIVE SESSION**

Council Bill/Special Ordinance No.: 4040-2012  
Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

DECLARING the property at 1622 14<sup>th</sup> Avenue as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 1622 14<sup>th</sup> Avenue, Moline, to Mark Griffin d/b/a Soar with the Eagles.

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WHEREAS, the City acquired the property at 1622 14<sup>th</sup> Avenue as a result of abandoned building proceedings 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 1622 14<sup>th</sup> Avenue on August 8, 2012, and Mark Griffin d/b/a Soar with the Eagles (“Soar with the Eagles”) submitted the proposal most advantageous to the City; and

WHEREAS, Soar with the Eagles has offered to purchase 1622 14<sup>th</sup> Avenue for \$27,500.00 and promises to complete interior and exterior repair and restoration of the building on said property within three (3) months of the date of possession of said property, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than April 1, 2013; 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 property taxes in the amount of \$2,343.74. Those property taxes have been deemed null and void by the County Treasurer, and the only property taxes that remain are the property taxes for 2011 currently due and owing in the amount of \$2,022.44. The City will also be responsible for its pro-rated share of the 2012 property taxes payable in 2013; such amount shall not exceed \$1,494.42; and

WHEREAS, Staff recommends paying the 2011 and a portion of the 2012 property taxes from the proceeds received from the sale of the property.

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

**Section 1** – That the property located at 1622 14<sup>th</sup> Avenue is declared as surplus.

**Section 2** – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 1622 14<sup>th</sup> Avenue, Moline, Illinois, with Mark Griffin d/b/a Soar with the Eagles, and do all things necessary to convey said property to Mark Griffin d/b/a Soar with the Eagles, in return for payment of \$27,500.00, plus a right of reverter requiring Soar with the Eagles to complete interior and exterior renovations of said property within three (3) 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, but in no event shall the completion date be extended beyond April 1, 2013, or the property would revert to the City; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

**Section 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: September 18, 2012

Approved: September 25, 2012

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

Approved as to Form:

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

**AGREEMENT FOR SALE OF REAL ESTATE**

CITY OF MOLINE, ILLINOIS,  
A MUNICIPAL CORPORATION  
**SELLER**

MARK GRIFFIN d/b/a  
SOAR WITH THE EAGLES  
**PURCHASER**

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

Address: 245 53<sup>rd</sup> Street  
Moline, IL 61265

Telephone: (309) 524-2012

Telephone: (309) 292-0271

**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 1622 14<sup>th</sup> Avenue, Moline, Illinois (Parcel Number 08-3872), consisting of 8,400 square feet, more or less, legally described as:

LOT NUMBER ONE (1) IN BLOCK NUMBER ONE (1) IN JOHN HILT'S  
ADDITION TO THE TOWN, NOW 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 TWENTY-SEVEN THOUSAND, FIVE HUNDRED and No/100 DOLLARS (\$27,500.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 1622 14<sup>th</sup> Avenue. **The deadline to complete all renovations is January 2, 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 April 1, 2013, 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 October 1, 2012, to allow Seller's City Council to consider and approve this Agreement at its September 25, 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 Twenty-Seven Thousand, Five Hundred and No/100 Dollars (\$27,500.00). All 2011 taxes due and payable in 2012 shall be borne by Seller. Of the 2012 taxes payable in 2013, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2012, to the date of Closing, which amount shall not exceed \$1,494.42. The City shall issue a check to Purchaser upon receiving a copy of said 2012 tax bill. The remaining amount due and owing shall be paid by Purchaser. Future taxes not otherwise provided for herein shall be paid by Purchaser.
2. Purchaser acknowledges and agrees to the following construction schedule:

Cut down trees around house and garage; replace roof and sheathing with new arch, shingles; fix or replace all roof framing members that are damaged; new soffits and fascia on house and garage; new energy double hung windows on house; new entrance doors on house and garage; new vinyl siding on house and garage; new small deck and stairs off back of house; fix front steps and slab on front of house; gut whole interior of house and garage; dry out interior and get rid of mold (per Paragraph 2 of the Proposal Specifications); repair any floor joist and sub floor that is damaged; bring electrical up to Code; reinsulate walls and ceilings; rerock all interior walls and ceilings and put a knock down finish; repaint all interior; new kitchen cabinets and countertop; new ceramic floor in kitchen and bathroom; new fixtures in kitchen and baths; recarpet all bedrooms; install floating floor in living room and hall; new water heater; new furnace and air (90 plus); frame up stair well going down to basement with rock and finish; clean up whole basement.

**The deadline to complete all renovations is January 2, 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 April 1, 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, with the right of reverter if the above conditions are not met,

together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on January 2, 2013, or in no event beyond April 1, 2013, the right of reverter shall cease.

#### **POSSESSION AND CLOSING**

- (a) The Closing of this transaction shall be held on or about October 1, 2012 (“Closing”), with possession of the Property to be delivered to Purchaser on or at Closing, 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 October 1, 2012, and Purchaser's offer to buy herein shall be irrevocable to and including October 1, 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, Closing shall be scheduled. 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 September 25, 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:

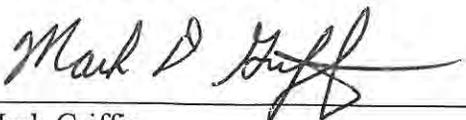
CITY OF MOLINE, ILLINOIS,  
A MUNICIPAL CORPORATION

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

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

Executed by PURCHASER:

MARK GRIFFIN d/b/a  
SOAR WITH THE EAGLES

By:  \_\_\_\_\_  
Mark Griffin

Date: 9-08-12

ATTEST:

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

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

*FOR INFORMATION ONLY:*

Seller's Attorney:

Amy L. Keys

(309) 524-2012

Council Bill/Resolution No.: 4041-2012

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 Enterprise Live-Work Lofts Grand Opening scheduled for Wednesday, September 26, 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, September 26, 2012, 12:00 p.m. to 6:00 p.m.

19<sup>th</sup> Street from the northernmost side of River Drive to the southernmost side of 2<sup>nd</sup> Avenue

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/Resolution No. 1237-2012

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with JPMorgan Chase to provide a purchasing card program with a new rebate schedule.

\_\_\_\_\_

WHEREAS, the City of Moline has had a purchasing card program with JPMorgan Chase since January 2008; and

WHEREAS, JP Morgan Chase has demonstrated its market knowledge and technical sophistication to support a smooth-running, streamlined procurement card program, set transaction controls/limits for each cardholder and transaction activity screens for fraud patterns, customize cards with the City’s logo and tax identification number, with daily access to transactional data using the Smart Data Online internet report tool; and

WHEREAS, JP Morgan Chase is now offering a State of Illinois purchasing card program that is the same as currently used by the City of Moline but includes a higher rebate schedule; and

WHEREAS, JP Morgan Chase has offered to include this higher rebate schedule as part of the City of Moline contract;

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

That the Mayor and City Clerk enter into a new agreement with JPMorgan Chase to provide purchase card services with the higher rebate schedule; provided said agreement is similar in form and content to that attached hereto as Exhibit “A” and further provided that said agreement has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
September 25, 2012

\_\_\_\_\_  
Date

Passed: September 25, 2012

Approved: October 2, 2012

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

City Clerk

Approved as to Form:

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

**Commercial Card Classic**  
**Application & Agreement | JPMORGAN CHASE BANK, N.A.**

V1.1\_04\_25\_12

<b>Client Name</b>	CITY OF MOLINE	<b>State of Incorporation</b> IL
<b>Address Line 1</b>	619 16TH ST	
<b>Address Line 2</b>		
<b>City</b>	MOLINE	
<b>State</b>	IL	
<b>Zip Code</b>	61265	
<b>Phone</b>	309-524-2072	
<b>Fax</b>		
<b>REBATES</b>		
<b>Please indicate where rebates associated with your Commercial Card rebate program should be deposited. Deposits will be made via Wire Transfer only.</b>		
Account at:	<i>(Enter the name of your financial institution)</i>	
ABA:	<i>(Enter ABA for your financial institution)</i>	
Account Number:	<i>(Enter your account number)</i>	
Account Name:	<i>(Enter the name of your account)</i>	
<b>Please enter the Financial Institution and Account Name exactly as it appears on your account.</b>		
*Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: <a href="mailto:CCS.Rebate@jpmchase.com">CCS.Rebate@jpmchase.com</a> . A form will be provided to you upon receipt of your request to modify the account information. You will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request.		
<b>SIGNATURE</b>		
This Application must be signed by an owner, officer or partner of the Client with the authority to bind the Client to the terms and conditions of the following Commercial Card Classic Agreement. I hereby certify that I am the duly authorized and acting officer, partner or owner of this Client with the authority to bind the Client to the obligations of the Commercial Card Classic Agreement. I have read and agree to the terms of the Commercial Card Classic Agreement.		
Signature of Authorized Officer	Date	
Name		
Title		
<b>CLIENT ATTESTATION</b>		
The undersigned, a duly authorized officer or representative of Client, does hereby certify that Client has been duly authorized to enter into and perform the Commercial Card Classic Agreement and that the person signing above on behalf of Client, whose execution of this Commercial Card Classic Agreement was witnessed by the undersigned, is an owner, officer, partner, or other representative of Client possessing authority to execute this Commercial Card Classic Agreement.*		
Signature	Date	
Name		
Title		
*Note: The person signing the attestation shall be someone different from the person signing above on behalf of you.		
<b>ADDRESS FOR NOTICES</b>		
<b>Client</b>	See above	
<b>Bank</b>	JPMorgan Chase Bank, N.A.	
	300 S. Riverside Plaza, 9 <sup>th</sup> FL	
	IL 1-0199	
	Chicago, IL 60670	
	Attn: Contracts Manager	
<b>For Internal Purposes Only</b>		
Company ID	<i>(org number)</i>	
Line Number		

# Commercial Card Classic

## Application & Agreement | JPMORGAN CHASE BANK, N.A.

V 1.0\_12\_09\_08

This Commercial Card Classic Agreement is the agreement (the "Agreement") between us and you covering your JPMorgan Chase Bank, N.A. Commercial Card Classic program and the Cards and Accounts issued to you and your employees. This Agreement is effective as of the date of the first signature above. By signing this Agreement you agree to be bound by the terms and conditions referenced herein.

### 1. Definitions.

The words "you" or "your" means the Client. The words "Client Affiliate" means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to this Agreement. The words "Bank", "we", "our", and "us", means JPMorgan Chase Bank, N.A. The word "Account" means each account issued pursuant to the Commercial Card Classic Agreement and includes any Card bearing an account number and accounts with no associated Card. The word "Card" means a MasterCard® account number assigned to you or your employee(s) and the related account and any card bearing such account number. The word "Program" means the commercial card system composed of Cards, Card-use controls and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Agreement.

### 2. Conditions Precedent.

Prior to the commencement of the Program rendered by us pursuant to this Agreement, you will provide the information listed on the Application included with this Agreement and will certify to the accuracy of such information.

### 3. Our Obligations.

- A. In connection with your participation in the Program, we will (i) issue Cards to your employees ("Cardholders") designated by a person authorized to bind the Client to these terms and conditions (an "Authorized Person"); (ii) implement the credit limits (the "Credit Limits") specified by an Authorized Person from time to time and accepted by us; and (iii) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, we shall not be obligated to extend credit to you in violation of any limitation or prohibition imposed by applicable law or our policies and procedures.
- B. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client, any Client Affiliate, or any of its or their respective Cardholders or to process any transactions in violation of any limitation or prohibition imposed by applicable law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").
- C. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Account or the Program; (ii) refuse to authorize transactions; (iii) vary the payment terms, or require the provision of security or additional security;; (iv) suspend or terminate any Account; (v) decline to open any Account; or (vi) require merchant category code (MCC) authorization restrictions in connection with a Program.

### 4. Your Obligations. In connection with your participation in the Program:

- A. You will (i) specify Credit Limits for the Cardholders, (ii) notify us of any changes of Cardholders or in the Credit Limits applicable to Cardholders in a manner acceptable to us, (iii) notify each Cardholder that the Cards are to be used only for business purposes, (iv) clearly disclose to each Cardholder that we provide transaction and account information to third parties, and (v) make commercially reasonable efforts to collect and destroy any Cards you no longer require in connection with this Program.
- B. You represent that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which you have obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act. You further represent that you will retain the applications (paper or electronic) for any Card, when such application is not provided to us, for a period of two (2) years after the application has been received and acted upon.
- C. Client represents and warrants that, it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Agreement and/or cancel any of the Accounts at any time, if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client.
- D. The Client shall obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- E. You agree to pay all of your obligations in connection with each Card issued in U.S. dollars. You shall make payment monthly for all transactions posted to a Client Account as reflected on a periodic invoice during a cycle within twenty-five

days of the cycle date or if such day is a Saturday, Sunday or a Bank holiday, the payment shall be due on either the previous or the next Business Day as specified on the periodic statement (the "Payment Date"). If all or any portion of a payment owed by you is not received by us by the Payment Date, then the amounts outstanding shall bear interest, from the first day after the Payment Date to the date on which the Bank receives such payment in full, at the Finance Charge Rate listed in Schedule A. Such interest shall be calculated on the average daily outstanding balance for each day during such period and on the basis of a 360-day year.

- F. If you are jointly and severally liable with Cardholders you shall pay us, within ten (10) days of written notice, all amounts owing and payable under or in connection with each joint and several liability Card not paid by a Cardholder within 120 days of the due date of the first billing statement on which such unpaid amount first appears.
- G. You will immediately notify us by telephone of any lost, stolen, misappropriated, improperly used, or compromised Cards.
  - i) **Liability for Fraudulent Transactions Following Notification.** Notwithstanding anything to the contrary contained herein, you shall not be liable for any Fraudulent Transactions occurring on a Card after the effective time of such notification to us of such Fraudulent Transaction. "Fraudulent Transactions" shall mean transactions made on a Card by a person, other than you or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither you or nor the Cardholder receives direct or indirect benefit.
  - ii) **Liability for Fraudulent Transactions Prior to Notification.** Subject to the terms and conditions contained in subsection (iii) below, you shall not be liable for Fraudulent Transactions occurring on a Card prior to the effective time of such notification to us of such Fraudulent Transactions.
  - iii) We reserve the right, in our sole and absolute discretion, to hold you liable for Fraudulent Transactions should we determine that subsequent to implementation of your Program and at the time that the Fraudulent Transaction occurred, you failed to operate your Program in accordance with our fraud reduction best guidelines as set forth below:
    - (1) You block high risk MCC's identified by us and presented to you;
    - (2) You maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
    - (3) You comply with all other guidelines as we may reasonably require from time to time.

If you fail to comply with your obligations described in this subsection (iii), and we determine you to be liable for Fraudulent Transactions, we will either: (i) invoice you for the amount of such Fraudulent Transaction minus any amounts collected, or (ii) deduct the amount of such Fraudulent Transaction amount from your rebate.

- H. You will notify us in writing or by phone of any questions, problems or disputes concerning your billing statement within sixty (60) days of the last day of the Billing Cycle during which such transaction is first charged to you. "Billing Cycle" shall mean the monthly period ending on the same day each month, or, in some instances, the following business day. We will use reasonable efforts to assist you in attempting to obtain reimbursement from the Merchant; provided, however, that you understand that if you are using Cards assigned to a department, rather than in a Cardholder's name, or card-less Accounts, no chargebacks will be granted for transactions where a Cardholder's name is not embossed on the Card or where there is no Card associated with such Account. You will use reasonable efforts to assist us in attempting to obtain reimbursement from the Merchant. We shall not be liable for any transaction where notice of the disputed transaction is received from you or a Cardholder more than sixty (60) days after the last day of the Billing Cycle during which such transaction is first charged to you or a Cardholder. You or any Cardholder shall not make a claim against us or refuse to pay any amount because you or the Cardholder may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.
  - I. You will not exceed the Credit Limit; provided however, that if you exceed the Credit Limit, you shall pay all amounts exceeding the Credit Limits.
  - J. You agree to provide us with such financial statements and other related information at such frequencies and in such detail as we may reasonably request. If applicable, you will notify us within five business days of any change in your bond rating. We shall be entitled to receive, and to rely upon, financial statements provided by you to our affiliates, whether for purposes of this Agreement or for other purposes.
5. **Notices.** All notices required or permitted to be given under this Agreement shall be addressed as set forth above or as otherwise agreed in writing by the parties from time to time, and shall be effective upon receipt.
6. **Representations and Warranties.** You represent and warrant that this Agreement constitutes a legal, valid and binding obligation, enforceable against you, in accordance with its terms, and that execution and performance of this Agreement (i) does not breach any agreement with any third party, (ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (iii) is within your organizational powers, and (iv) has been authorized by all necessary organizational action.
7. **Fees.** You agree to pay the fees and charges incurred by you as specified by us, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. We may change the fees and charges payable by you at any

time provided we notify you at least thirty (30) days prior to the effective date of the change. The schedule of fees reflects the cost for services agreed to for this Program.

- 8. Termination.** This Agreement may be terminated by either party at any time for any reason. Furthermore, we may refuse to allow further transactions or revoke any or all of the Cards at any time and for any reason. In the event this Agreement is terminated for any reason, you shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. Sections 4.B, 4.C, 4.D, 4.E, 4.F, 6, 7, 8, 9, 10.B, 10.C, 10.D, 10.E, 10.F, 10.G, 10.I, and 10.J shall survive the termination of this Agreement. In the event collection is initiated by us, you shall be liable for payments of reasonable attorneys' fees, including but not limited to reasonable in-house counsel fees incurred by us.
- 9. Limitation of Liability.** We will be liable only for direct damages if we fail to exercise ordinary care. We shall be deemed to have exercised ordinary care if our action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. We shall not be liable for any special, indirect or consequential damages, even if we have been advised of the possibility of these damages. You will indemnify us for all claims, costs, demands, expenses, liabilities and losses, including reasonable legal fees and expenses, arising from any claim of a third party relating to any action taken or not taken by us pursuant to this Agreement, unless the action or non-action constitutes the lack of ordinary care or willful misconduct by us; or the breach of any representation or warranty made by you to us in this Agreement.
- 10. Miscellaneous.**

  - A. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of you and us and our respective successors and assigns.
  - B. We shall not be held responsible for any act, failure, event or circumstance addressed herein if such act, failure, event or circumstance is caused by conditions beyond our reasonable control.
  - C. This Agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings between you and us relating to the subject matter thereof.
  - D. Without limiting our rights under applicable law, you authorize us to apply or offset any sums standing to your credit with any office branch, subsidiary or affiliate of us to the payment when due of any amount owing by you under this Agreement.
  - E. The Cards are non-transferable, non-assignable and shall remain the property of JPMorgan Chase Bank, N.A.
  - F. This Agreement may be amended or waived only by notice to you in writing from us.
  - G. To the extent that you would have or be able to claim sovereign immunity in any action, claim, suit, or proceeding brought by us, you irrevocably waive and agree not to claim such immunity.
  - H. International Transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, MasterCard will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate MasterCard uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. We reserve the right to charge an international transaction Fee, as specified in Exhibit A. The international transaction Fee will be calculated on the U.S. dollar amount provided to us by MasterCard. The same process and charges may apply if any international transaction is reversed.
  - I. *USA PATRIOT Act Disclosure.* We comply with Section 326 of the USA PATRIOT Act. This law mandates that we obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement you agree to provide and consent to us obtaining, if necessary from third parties, Cardholder's name, residential address, date of birth, and social security number to verify Cardholder's identity.
  - J. **CHOICE OF LAW.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

## Exhibit A

### TO COMMERCIAL CARD CLASSIC AGREEMENT CITY OF MOLINE INCENTIVES & FEES

#### DEFINITIONS

“Charge Volume” means total U.S. dollar charges made on a Card, net of returns, and excluding cash advances, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

“Contract Year” means a 12-month period beginning on the effective date of the Agreement or any anniversary of such date.

“Credit Losses” means all amounts due to Bank in connection with any Card that Bank has written off as uncollectible excluding amounts due in respect of Fraudulent Transactions.

“Gross Rebate” means rebate amount prior to reduction by Credit Losses and/or Excess Redemption Expenses.

“Settlement Terms” means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

## **REBATES**

### **Volume Rebate**

Bank will pay the Client a Gross Rebate based on the annual Charge Volume achieved according to the following schedule. The Gross Rebate will be calculated as the Rebate Rate times the annual Charge Volume.

<b>Annual Charge Volume</b>	<b>Rebate Rate (%)</b>
\$250,000*-\$499,999	0.15%
\$500,000-\$999,999	1.00%
\$1,000,000-\$3,999,999	1.15%
\$4,000,000-\$9,999,999	1.21%
\$10,000,000 & Over	1.30%

\* Client must meet \$250,000 minimum annual Charge Volume requirement in order to qualify for a rebate.

In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly.

### **General Rebate Terms**

Rebates will be calculated annually in arrears. Gross Rebate amounts are subject to reduction by all Credit Losses and/or Excess Redemption Expenses. If Credit Losses and/or Excess Redemption Expenses exceed the Gross Rebate earned for any Contract Year, Bank will invoice the Client for the amount in excess of the Gross Rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Credit Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Credit Losses for the prior six-month period. In no event shall the Bank pay the Client a rebate for the year in which this Agreement is terminated.

Rebate payments will be made within 90 days after the end of the Contract Year via wire transfer to an account designated by the Client.

To qualify for any rebate payment, all of the following conditions apply.

- a. Settlement of any centrally billed account(s) must be by automatic debit or by Client initiated ACH or wire or by check.
- b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Finance Charge as specified below. Settlement Terms are 30 & 25.
- c. The Client must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
- d. The Client is not in default under the Agreement.

## FEES

The following are the fees associated with the US Purchasing program in the United States:

<b>PROGRAM FEES</b>	
Annual card fee	NONE
Executive Cards	
Executive Elite	\$325 annual fee
Executive	\$75 annual fee
Cash advance fee	2.0% (\$3.00 minimum)
Rush Card Request	\$0 if effected through Bank. If effected through the Association, Client shall pay any fees charged by the Association.
Return check (payment)	\$15 per return
Document retrieval	Non-dispute-related: \$8 per document
Foreign Transaction Fee	1% surcharge (Association pass through)
<b>PAST-DUE FEES</b>	
Late fee	Central Bill: None
Finance charge	<u>Central Bill</u> : Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: (past due balance + any new spend) / number of days in cycle.
<b>CARD DESIGN</b>	
Basic plastic	\$0.00
Client logo plastic	\$350 per logo. Logos can be printed in white or black ink only. Executive Card Logos can be printed in silver ink only.
<b>OPTIONAL PROGRAM/TECHNOLOGY SERVICES</b>	
<i>Smartdata</i> monthly maintenance fee	NONE
File transfer using FTP	Setup fee (one time)—\$300
Data file fees (T&E expense system feeds, SAP, SmartLink, etc.)	Monthly — \$50/month

Should Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

Council Bill/Resolution No. 1238-2012

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

A RESOLUTION

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

WHEREAS, Windstream Communications, Inc. wishes to install fiber optic cable in right-of-way; starting at the existing fiber optic cable pole in the 1900 block of 9<sup>th</sup> Street right of way, then running west above ground in the alley right of way between 19<sup>th</sup> and 20<sup>th</sup> Avenues to 5<sup>th</sup> Street right of way, then heading north above ground in 5<sup>th</sup> Street right of way 367 feet, then boring underground and continuing north in 5<sup>th</sup> Street right of way 133 feet, then continuing north above ground in 5<sup>th</sup> Street right of way an additional 957 feet to 16<sup>th</sup> Avenue right of way, then heading west above ground 1,136 feet in 16<sup>th</sup> Avenue right of way to the west line of 2<sup>nd</sup> Street right of way, then boring underground and heading west 615 feet in 16<sup>th</sup> Avenue right of way, then heading north underground 46 feet to the north side of 16<sup>th</sup> Avenue right of way, then heading west in 16<sup>th</sup> Avenue right of way to the Rock Island border; and

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

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

That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Licensing Agreement with Windstream Communications, Inc. to install fiber optic cable in right-of-way; provided said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
September 25, 2012

Date

Passed: September 25, 2012

Approved: October 2, 2012

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

Approved as to Form:

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

## Exhibit "A"

**LICENSEE:** Windstream Communications, Inc. – 4001 N. Rodney Parham Rd., Little Rock, AR 72212

### LICENSING AGREEMENT

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

The LICENSEE is Windstream Communications, Inc., 4001 N. Rodney Parham Rd., Little Rock, AR 72212, hereinafter called the LICENSEE.

**PREMISES:** Starting at the existing fiber optic cable pole in the 1900 block of 9<sup>th</sup> Street right of way, then running west above ground in the alley right of way between 19<sup>th</sup> and 20<sup>th</sup> Avenues to 5<sup>th</sup> Street right of way, then heading north above ground in 5<sup>th</sup> Street right of way 367 feet, then boring underground and continuing north in 5<sup>th</sup> Street right of way 133 feet, then continuing north above ground in 5<sup>th</sup> Street right of way an additional 957 feet to 16<sup>th</sup> Avenue right of way, then heading west above ground 1,136 feet in 16<sup>th</sup> Avenue right of way to the west line of 2<sup>nd</sup> Street right of way, then boring underground and heading west 615 feet in 16<sup>th</sup> Avenue right of way, then heading north underground 46 feet to the north side of 16<sup>th</sup> Avenue right of way, then heading west in 16<sup>th</sup> Avenue right of way to the Rock Island border; as depicted on the attached Exhibit "1" to this agreement.

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

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

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

**TERM:** The first term of this Licensing Agreement is from September 25, 2012 to December 31, 2012. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE'S submission of insurance certification and payment of fees. The CITY or the LICENSEE may terminate this Licensing Agreement by giving the other party 30 days written notice.

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

**CONDITIONS:** LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE shall procure a policy of insurance also naming the

CITY as additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises. Said policy or certificate of same shall be deposited with the CITY and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

LICENSEE shall be the primary insured.

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

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

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

LICENSEE:

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

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

CITY OF MOLINE, ILLINOIS:

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

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

Approved as to Form:

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

EXHIBIT "1"

**ROUTE OVERVIEW**

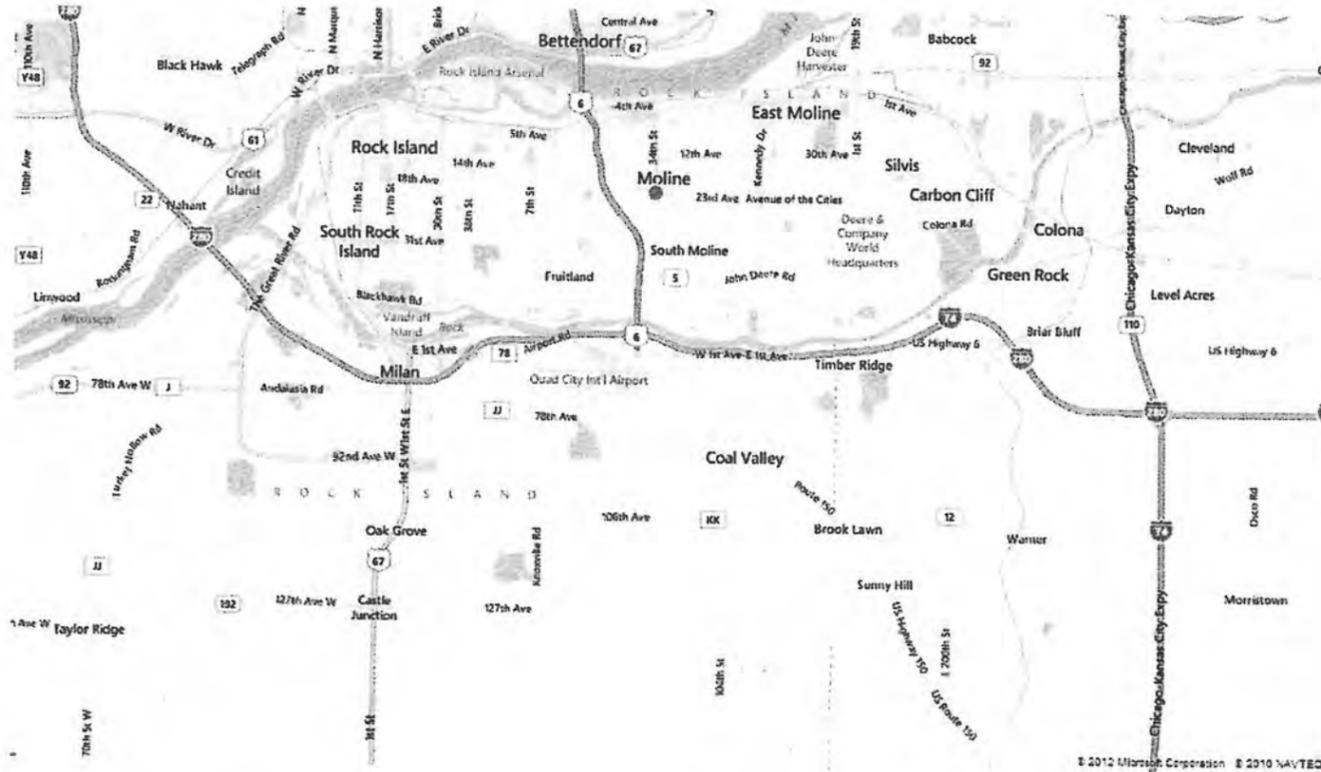


ONE CALL UTILITY LOCATION SERVICES  
1-800-892-0123 'JULIE'

**INSTALLATION NOTES:**  
 1) MAINTAIN A MIN 42" DEPTH.  
 2) PLACE 2 1.25" HDPE DUCT.  
 3) RESTORE ALL SURFACES TO ORIGINAL OR BETTER CONDITION.

**WARNING**  
 EXISTING BURIED UTILITIES IN AREA CALL FOR LOCATES BEFORE BORING OR DIGGING. UTILITIES ON PRINTS ARE FROM VISUAL ONLY.

**COUNTY OVERVIEW**



**STATE OVERVIEW**



	
EXCHANGE: Moline	DISTRICT:
WORK ORDER NUMBER: 718625721	
REVISION NO. AND DATE / /	
ENGINEER Richard Zoeller PHONE: 812-759-2832	
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input checked="" type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/12/12	SHEET C2

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

MGN GROUND AT ALL POLES

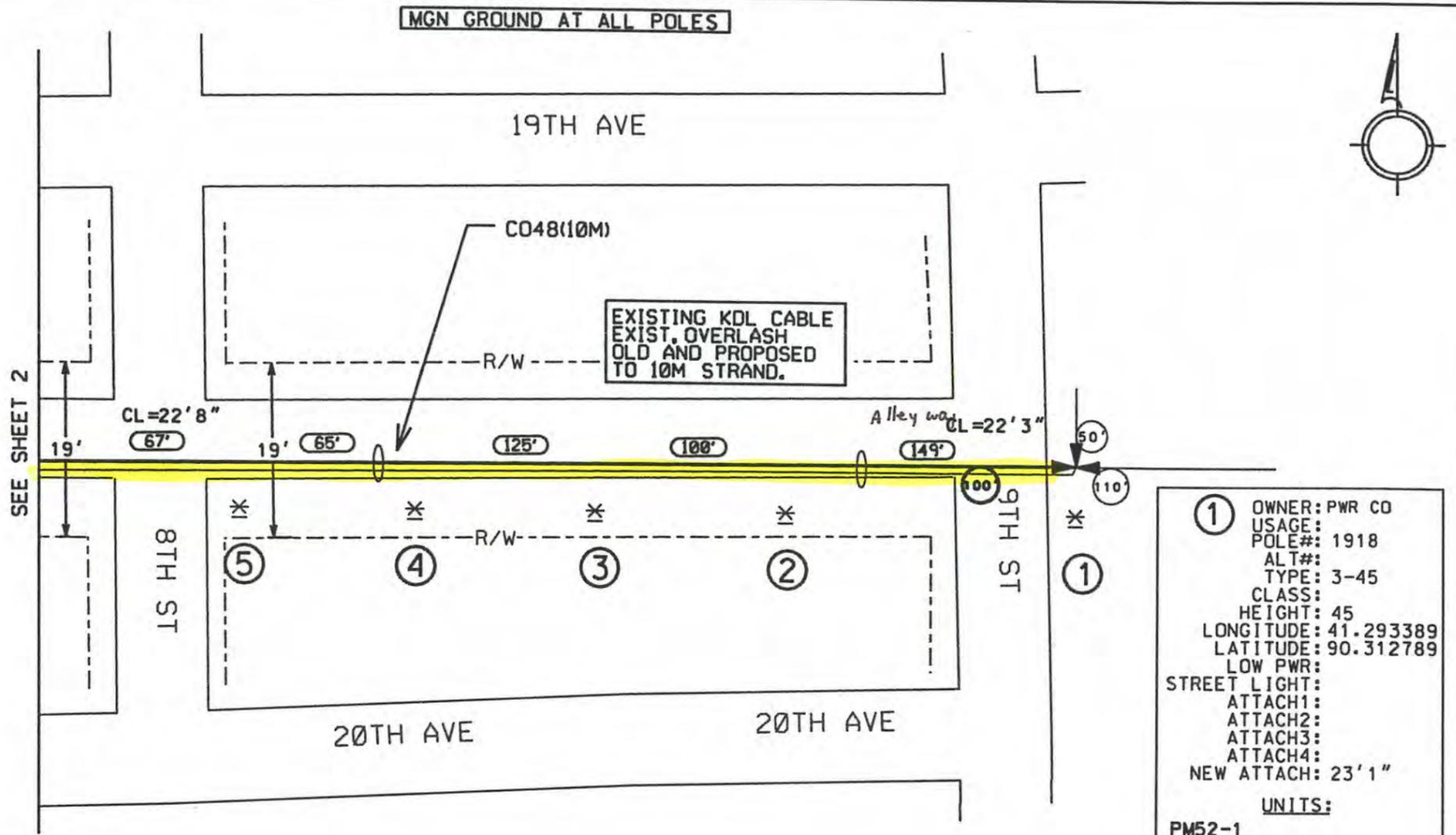


⑤ OWNER: PWR CO  
 USAGE:  
 POLE#: 140T  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.313357  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 19' 10"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-65'

④ OWNER: PWR CO  
 USAGE:  
 POLE#: 807  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.313270  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 19' 4"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-125'

③ OWNER: PWR CO  
 USAGE:  
 POLE#: 829  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.313114  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 20' 2"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-100'

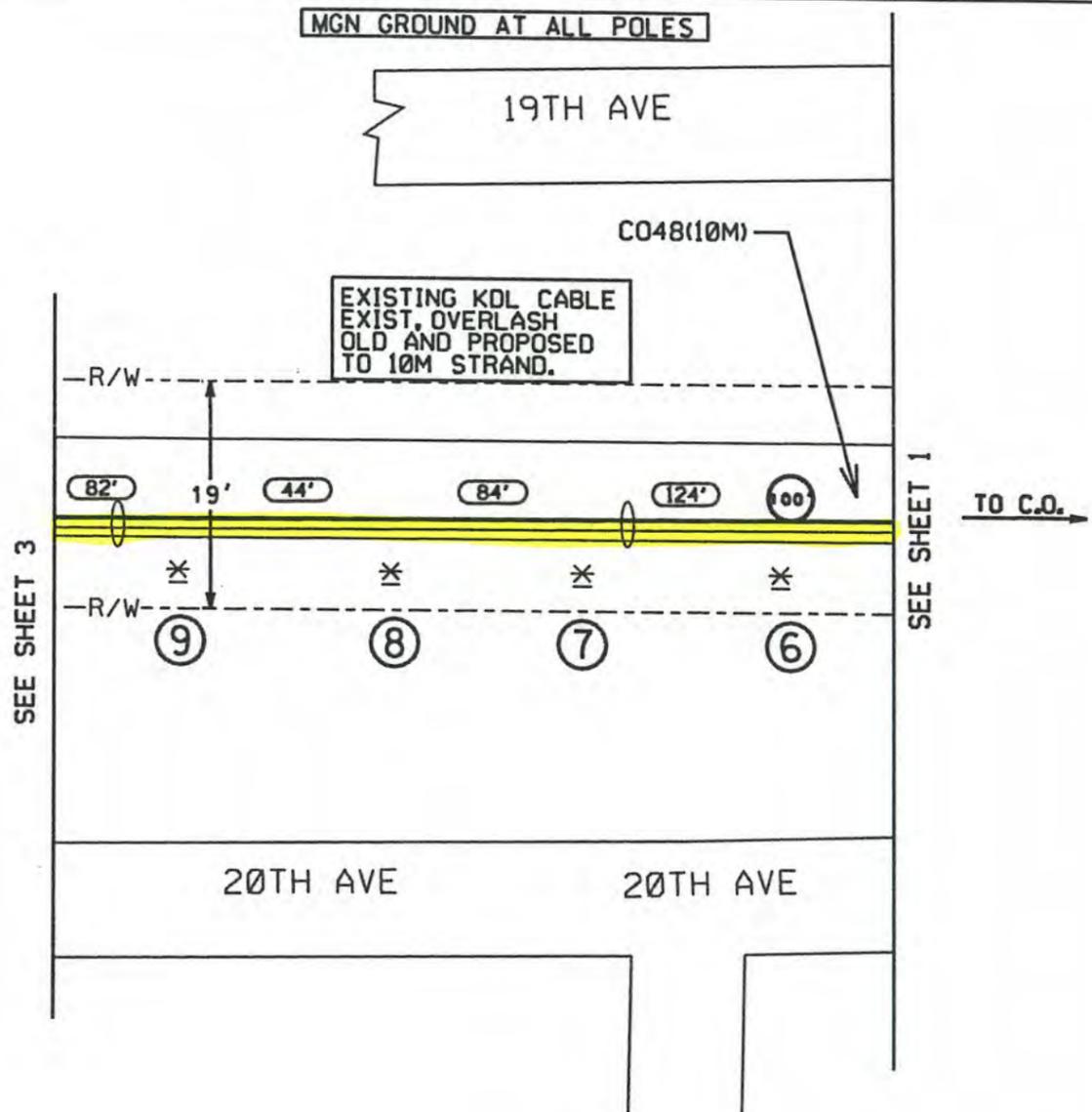
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 USAGE:  
 POLE#: 839  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.312985  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 21' 11"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-149'



① OWNER: PWR CO  
 USAGE:  
 POLE#: 1918  
 ALT#:  
 TYPE: 3-45  
 CLASS:  
 HEIGHT: 45  
 LONGITUDE: 41.293389  
 LATITUDE: 90.312789  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 23' 1"  
 UNITS:  
 PM52-1  
 PM2A-1  
 WCOMLA-1  
 COMLA-1  
 CO48-100' SLACK  
 HAPO(48)3M-1  
 HO1A-

windstream kdl   
 EXCHANGE: Moline DISTRICT:  
 WORK ORDER NUMBER: 718625721  
 REVISION NO. AND DATE / /  
 ENGINEER Richard Zoeller PHONE: 812-759-2832  
 CUT SHEET REQ:  MOP REQ:   
 PERMIT REQ:  JOINT WORK REQ:   
 DATE: 05/12/12 SHEET 1 OF 12

**SPECIAL NOTE FOR CONTRACTOR:**  
 WHEN INSTALLING NEW OR REPLACING FIBER FOR WINDSTREAM/KDL THE PROPER CLEARANCES SHALL BE MET ON THE POLE FROM LOWEST AND BETWEEN OTHER ATTACHES PER THE NESC RECOMMENDATIONS AND OR THE POLE OWNER'S SPECIFICATIONS. WHEN INSTALLING THE FIBER THE CABLE SHALL BE PROPERLY SAGGED TO MEET THE MID-SPAN REQUIRED CLEARANCES FROM POWER AND THE OTHER EXISTING ATTACHES.  
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⑨ OWNER: PWR CO  
 USAGE:  
 POLE#: 713  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.313766  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 19' 7"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-44'

⑧ OWNER: PWR CO  
 USAGE:  
 POLE#: NT  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.313710  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 20' 1"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-84'

⑦ OWNER: PWR CO  
 USAGE:  
 POLE#: 725  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.313600  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 22' 4"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-124'

⑥ OWNER: PWR CO  
 USAGE:  
 POLE#: NT  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.313520  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 23' 2"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-67'  
 COMLA-1  
 CO48-100' SLACK

windstream kdl <small>communications</small>	
EXCHANGE: Moline	DISTRICT:
WORK ORDER NUMBER: 718625721	
REVISION NO. AND DATE / /	
ENGINEER Richard Zoeller PHONE: 812-759-2832	
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input checked="" type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/12/12	SHEET 2 OF 12

14 OWNER: PWR CO  
 USAGE:  
 POLE#: 531  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.314449  
 LOW PWR: 25'11"  
 STREET LIGHT:  
 ATTACH1: 21'9"  
 ATTACH2: 20'6"  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 22'7"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-99'

13 OWNER: PWR CO  
 USAGE:  
 POLE#: 543  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.314324  
 LOW PWR: 24'4"  
 STREET LIGHT:  
 ATTACH1: 19'7"  
 ATTACH2: 18'4"  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 20'7"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-102'  
 XXPEJ-3-1  
 XXPF1-5A-1

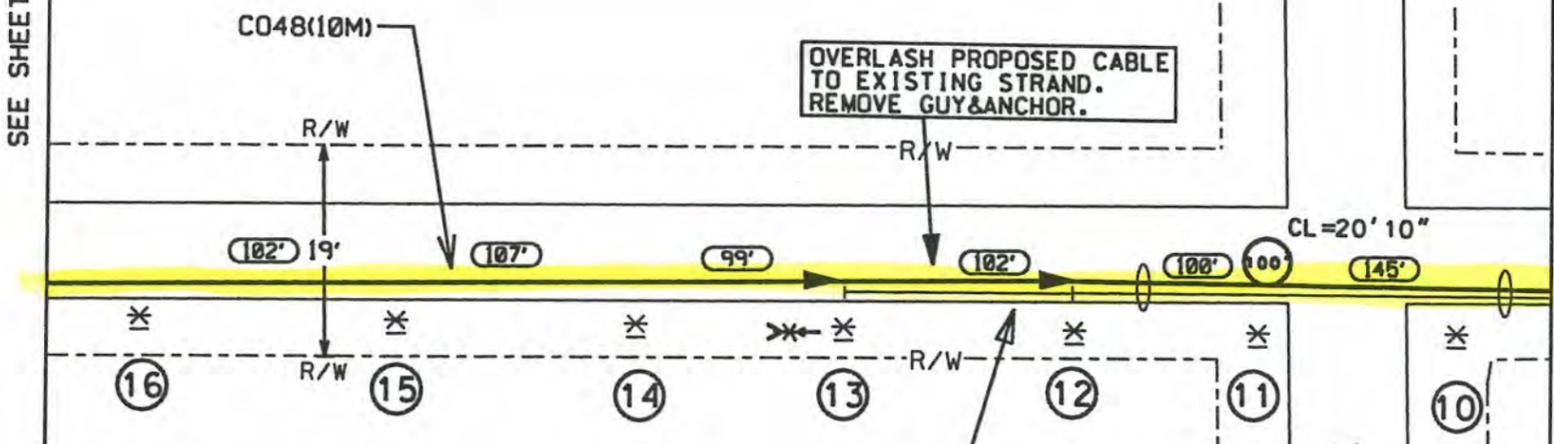
12 OWNER: PWR CO  
 USAGE:  
 POLE#: 549  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293405  
 LATITUDE: 90.314221  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 20'3"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-100'

MGN GROUND AT ALL POLES

10 OWNER: PWR CO  
 USAGE:  
 POLE#: 1920  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.313871  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 20'6"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-82'

15 OWNER: PWR CO  
 USAGE:  
 POLE#: 523  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293396  
 LATITUDE: 90.314590  
 LOW PWR: 27'6"  
 STREET LIGHT:  
 ATTACH1: 21'3"  
 ATTACH2: 20'1"  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 22'3"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-107'

SEE SHEET 4



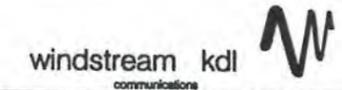
SEE SHEET 2

TO C.O.

11 OWNER: PWR CO  
 USAGE:  
 POLE#: NT  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293389  
 LATITUDE: 90.314064  
 LOW PWR:  
 STREET LIGHT:  
 ATTACH1:  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 24'6"  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-145'  
 COMLA-1  
 CO48-100' SLACK

16 OWNER: PWR CO  
 USAGE:  
 POLE#: 515  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293396  
 LATITUDE: 90.314722  
 LOW PWR: 26'10"  
 STREET LIGHT:  
 ATTACH1: 22'  
 ATTACH2: 19'1"  
 ATTACH3: 17'8"  
 ATTACH4:  
 NEW ATTACH: 23'  
 UNITS:  
 CO48(10M)-102'  
 PM52-1  
 PM2A-1

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EXCHANGE: Moline	DISTRICT:
WORK ORDER NUMBER: 718625721	
REVISION NO.	AND DATE / /
ENGINEER Richard Zoeller	PHONE: 812-759-2832
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input checked="" type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/12/12	SHEET 3 OF 12

17 OWNER: PWR CO  
 USAGE:  
 POLE#: NT  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293400  
 LATITUDE: 90.314865  
 LOW PWR: 28'6"  
 STREET LIGHT:  
 ATTACH1: 21'6"  
 ATTACH2: 20'6"  
 ATTACH3: 19'3"  
 ATTACH4:  
 NEW ATTACH: 22'6"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-110'  
 COMLA-1  
 CO48-100' SLACK

18 OWNER: PWR CO  
 USAGE:  
 POLE#: NT  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293400  
 LATITUDE: 90.314913  
 LOW PWR: 29'  
 STREET LIGHT:  
 ATTACH1: 20'7"  
 ATTACH2: 19'5"  
 ATTACH3: 18'6"  
 ATTACH4:  
 NEW ATTACH: 21'7"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-38'  
 PE1-3-2  
 PF1-5A-2

19 OWNER: PWR CO  
 USAGE:  
 POLE#: NT  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293544  
 LATITUDE: 90.314919  
 LOW PWR: 26'6"  
 STREET LIGHT:  
 ATTACH1: 21'  
 ATTACH2: 20'  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 22'  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-147'

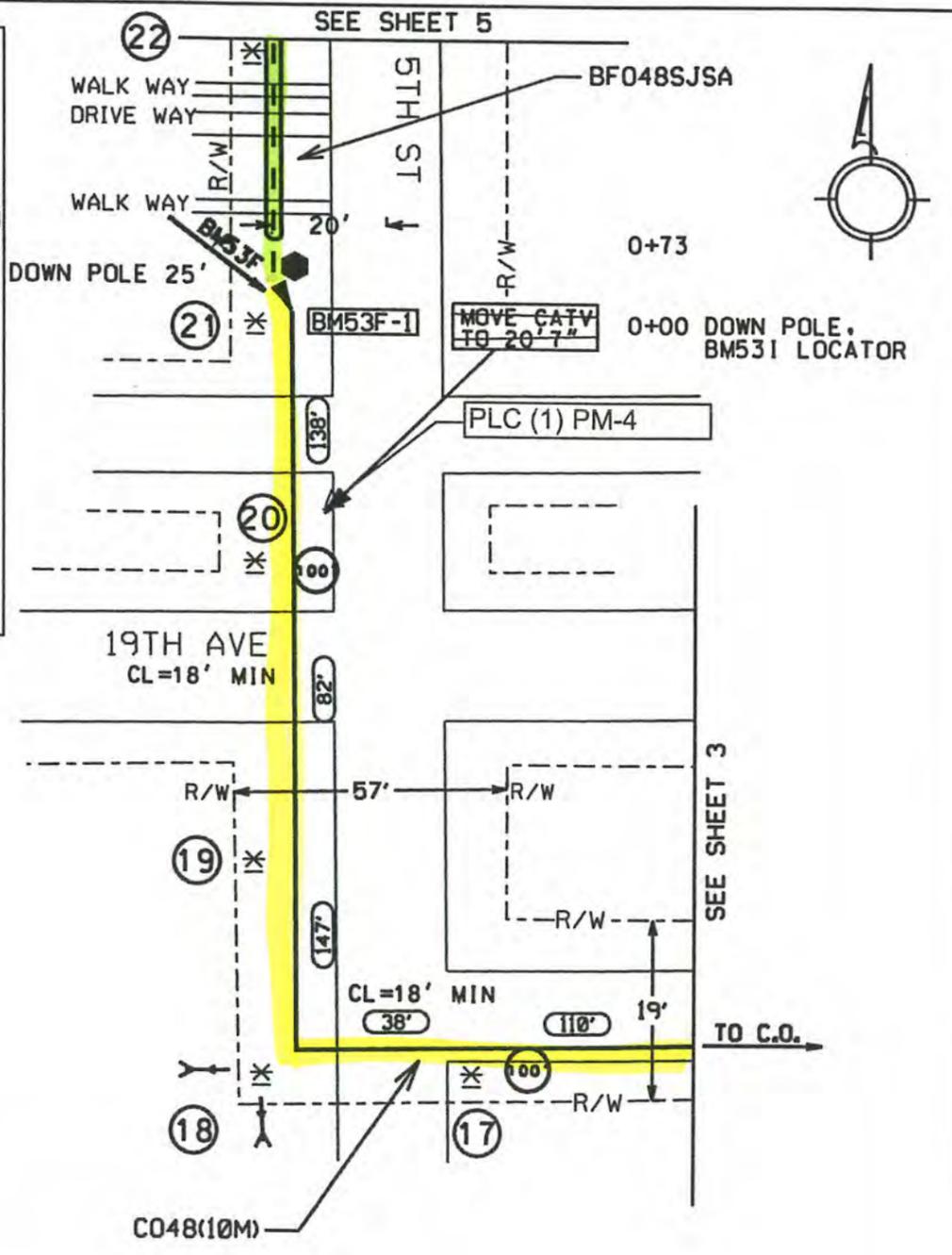
20 OWNER: PWR CO  
 USAGE:  
 POLE#: NT  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293618  
 LATITUDE: 90.314915  
 LOW PWR: 24'11"  
 STREET LIGHT:  
 ATTACH1: 20'11"  
 ATTACH2: 19'7"  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 21'7"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-82'  
 COMLA-1  
 CO48-100' SLACK  
 WCITV-1

21 OWNER: PWR CO  
 USAGE:  
 POLE#: 100T  
 ALT#:  
 TYPE: NC  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293754  
 LATITUDE: 90.314914  
 LOW PWR: 24'7"  
 STREET LIGHT:  
 ATTACH1: 20'2"  
 ATTACH2: 18'7"  
 ATTACH3: 18'  
 ATTACH4:  
 NEW ATTACH: 21'2"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 BM80PF-2  
 PM52-1  
 PM2A-1  
 CO48(10M)-138'  
 PE1-3-1  
 PF1-5A-1

22 POLE NOT USED  
 FOR PLACEMENT  
 POLE#:  
 ALT#:  
 TYPE:  
 CLASS:  
 HEIGHT:  
 LONGITUDE: 41.293884  
 LATITUDE: 90.314912  
 LOW PWR: 22'7"  
 STREET LIGHT: 20'2"  
 ATTACH1: 19'4"  
 ATTACH2: 18'4"  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: N/A  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:

MGN GROUND AT ALL EXISTING MGN

BURIED CODES:  
 BF048SJSA-283'  
 BM53F-1



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windstream kdl <small>communications</small>	
EXCHANGE: Moline	DISTRICT:
WORK ORDER NUMBER: 718625721	
REVISION NO.	AND DATE / /
ENGINEER Richard Zoeller PHONE: 812-759-2832	
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input checked="" type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/12/12	SHEET 4 OF 12

28 OWNER: PWR CO  
 USAGE: NT  
 POLE#: NT  
 ALT#: NT  
 TYPE: NC  
 CLASS: NC  
 HEIGHT: 27'1"  
 LONGITUDE: 41.294398  
 LATITUDE: 90.315036  
 LOW PWR: 27'1"  
 STREET LIGHT:  
 ATTACH1: 24'8"  
 ATTACH2: 20'3"  
 ATTACH3: 17'5"  
 ATTACH4:  
 NEW ATTACH: 21'4"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-102'

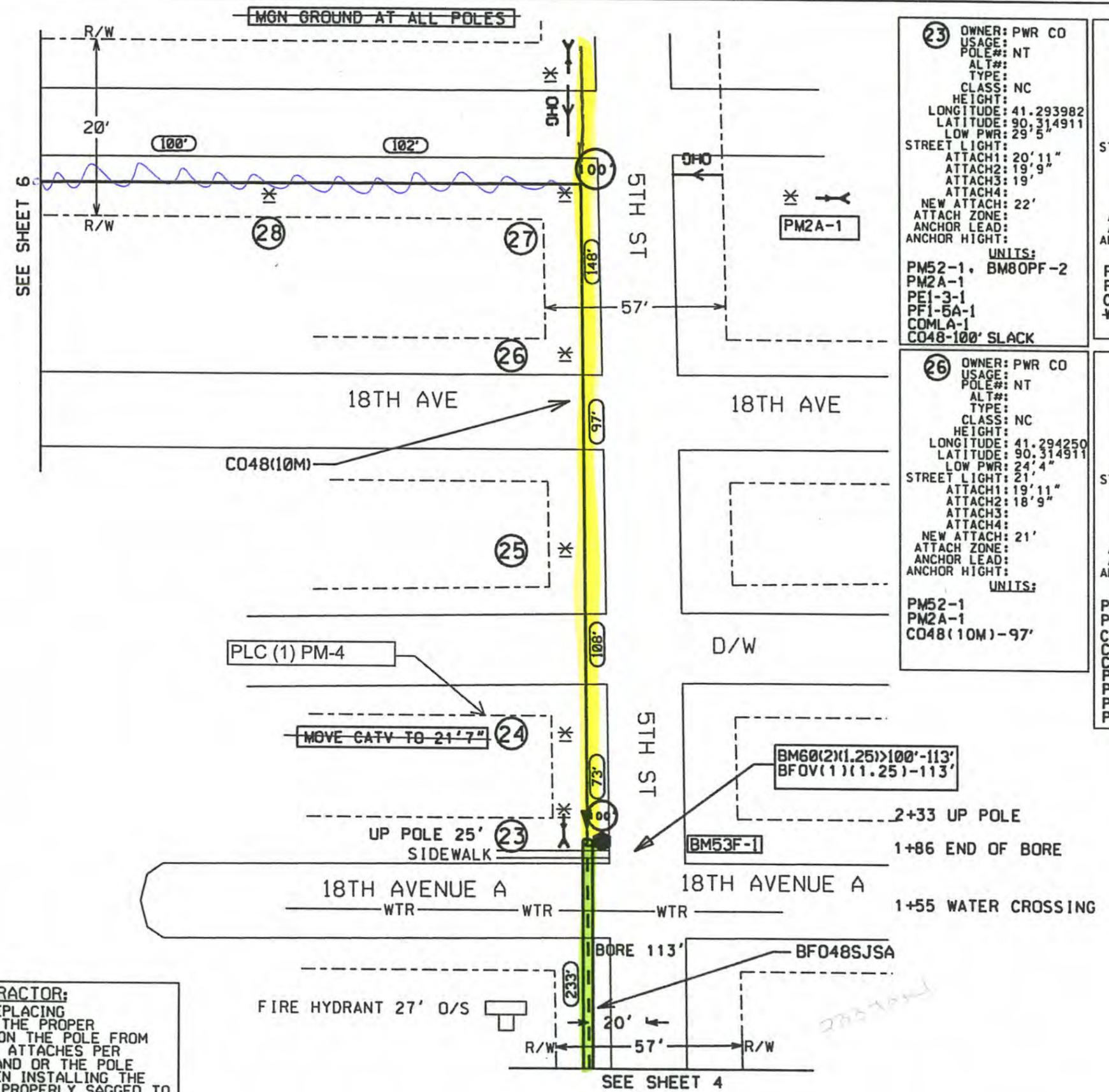
23 OWNER: PWR CO  
 USAGE: NT  
 POLE#: NT  
 ALT#: NT  
 TYPE: NC  
 CLASS: NC  
 HEIGHT: 29'5"  
 LONGITUDE: 41.293982  
 LATITUDE: 90.314911  
 LOW PWR: 29'5"  
 STREET LIGHT:  
 ATTACH1: 20'11"  
 ATTACH2: 19'9"  
 ATTACH3: 19'  
 ATTACH4:  
 NEW ATTACH: 22'  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1, BM80PF-2  
 PM2A-1  
 PE1-3-1  
 PF1-5A-1  
 COMLA-1  
 CO48-100' SLACK

24 OWNER: PWR CO  
 USAGE: NT  
 POLE#: NT  
 ALT#: NT  
 TYPE: NC  
 CLASS: NC  
 HEIGHT: 26'2"  
 LONGITUDE: 41.294052  
 LATITUDE: 90.314911  
 LOW PWR: 26'2"  
 STREET LIGHT:  
 ATTACH1: 22'11"  
 ATTACH2: 19'10"  
 ATTACH3: 17'11"  
 ATTACH4:  
 NEW ATTACH: 22'7"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-73'  
 WG1TV-1

25 OWNER: PWR CO  
 USAGE: NT  
 POLE#: NT  
 ALT#: NT  
 TYPE: NC  
 CLASS: NC  
 HEIGHT: 28'10"  
 LONGITUDE: 41.294158  
 LATITUDE: 90.314911  
 LOW PWR: 28'10"  
 STREET LIGHT:  
 ATTACH1: 19'  
 ATTACH2: 17'8"  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 20'  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-108'

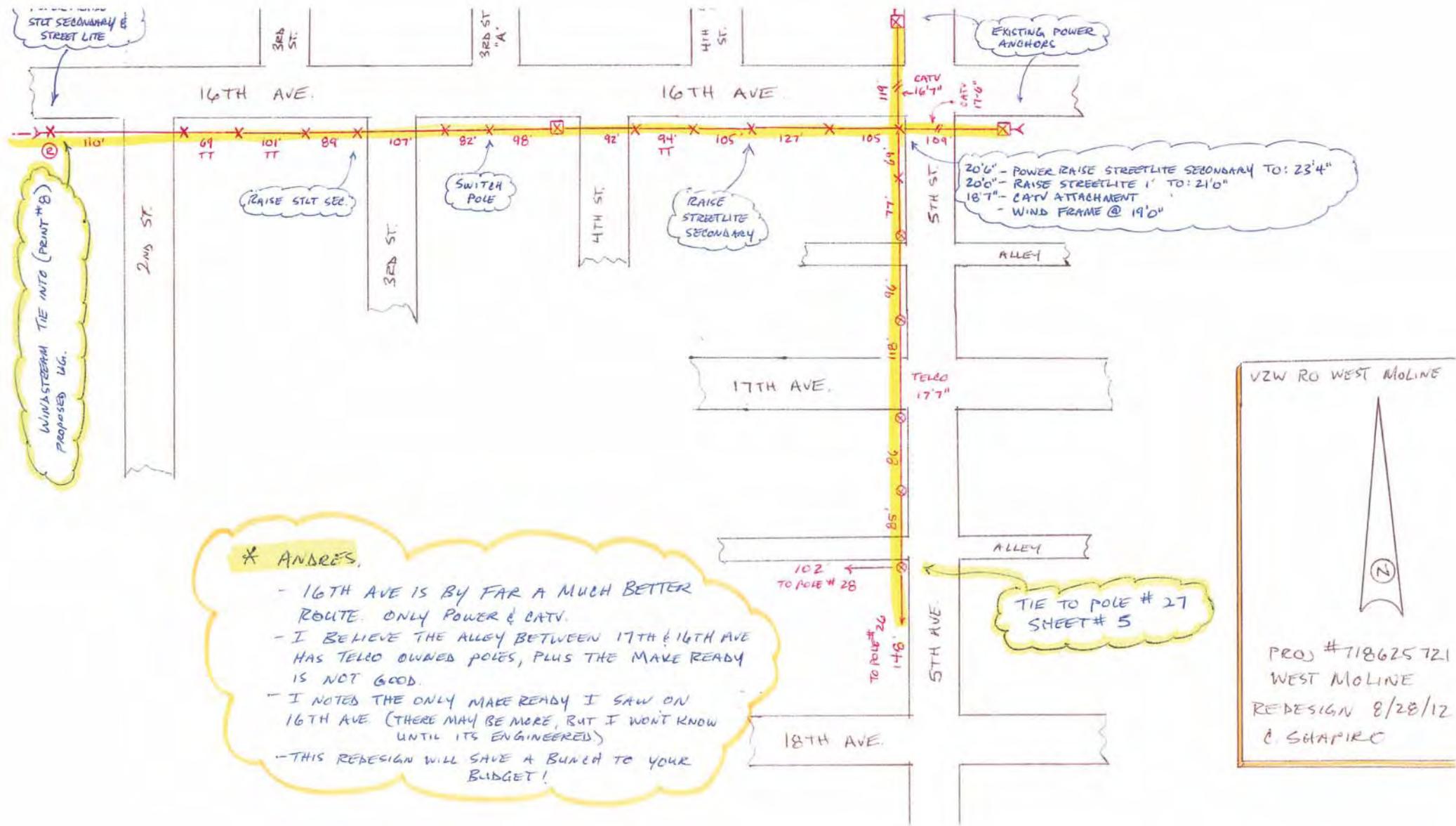
26 OWNER: PWR CO  
 USAGE: NT  
 POLE#: NT  
 ALT#: NT  
 TYPE: NC  
 CLASS: NC  
 HEIGHT: 24'4"  
 LONGITUDE: 41.294250  
 LATITUDE: 90.314911  
 LOW PWR: 24'4"  
 STREET LIGHT:  
 ATTACH1: 19'11"  
 ATTACH2: 18'9"  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 21'  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-97'

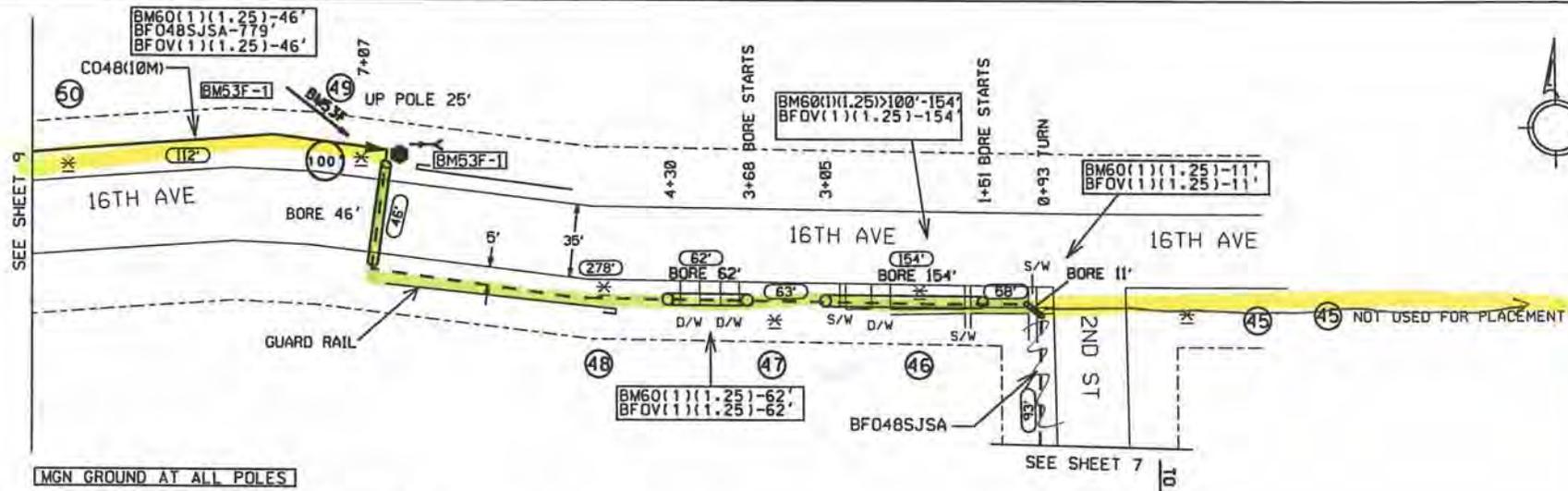
27 OWNER: PWR CO  
 USAGE: 140T  
 POLE#: 140T  
 ALT#: NT  
 TYPE: NC  
 CLASS: NC  
 HEIGHT: 24'  
 LONGITUDE: 41.294396  
 LATITUDE: 90.314904  
 LOW PWR: 24'  
 STREET LIGHT:  
 ATTACH1: 18'9"  
 ATTACH2: 18'9"  
 ATTACH3: 16'7"  
 ATTACH4:  
 NEW ATTACH: 19'10"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HIGHT:  
 UNITS:  
 PM52-1  
 PM2A-1  
 CO48(10M)-148'  
 CO48-100' SLACK  
 COMLA-1  
 PE1-3-2  
 PF1-5A-2  
 PE2-3-2  
 PM2A-1 (ON POLE NORTH)



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EXCHANGE: Moline	DISTRICT:
WORK ORDER NUMBER: 718625721	
REVISION NO.	AND DATE / /
ENGINEER Richard Zoeller PHONE: 812-759-2832	
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input checked="" type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/12/12	SHEET 5 OF 12





MGN GROUND AT ALL POLES

<p>50 OWNER: USAGE: POLE#: ALT#: TYPE: CLASS: HEIGHT: LONGITUDE: 41.295004 LATITUDE: 90.321281 LOW PWR: 26.6 STREET LIGHT: ATTACH1: 22'8" ATTACH2: ATTACH3: ATTACH4: NEW ATTACH: 21'7" ATTACH ZONE: ANCHOR LEAD: ANCHOR HEIGHT: UNITS: PM52-1 PM2A-1 CO48(10M)-112'</p>
---

<p>49 OWNER: USAGE: POLE#: ALT#: TYPE: CLASS: HEIGHT: LONGITUDE: 41.295003 LATITUDE: 90.321134 LOW PWR: 21.2 STREET LIGHT: 25'11" ATTACH1: 23' ATTACH2: ATTACH3: ATTACH4: NEW ATTACH: 22' ATTACH ZONE: ANCHOR LEAD: ANCHOR HEIGHT: UNITS: PM52-1 PM2A-1 PE1-3-1 PF1-5A-1 COMLA-1 CO48-100' SLACK BM8OPF-2</p>
---

48 NOT USED FOR PLACEMENT

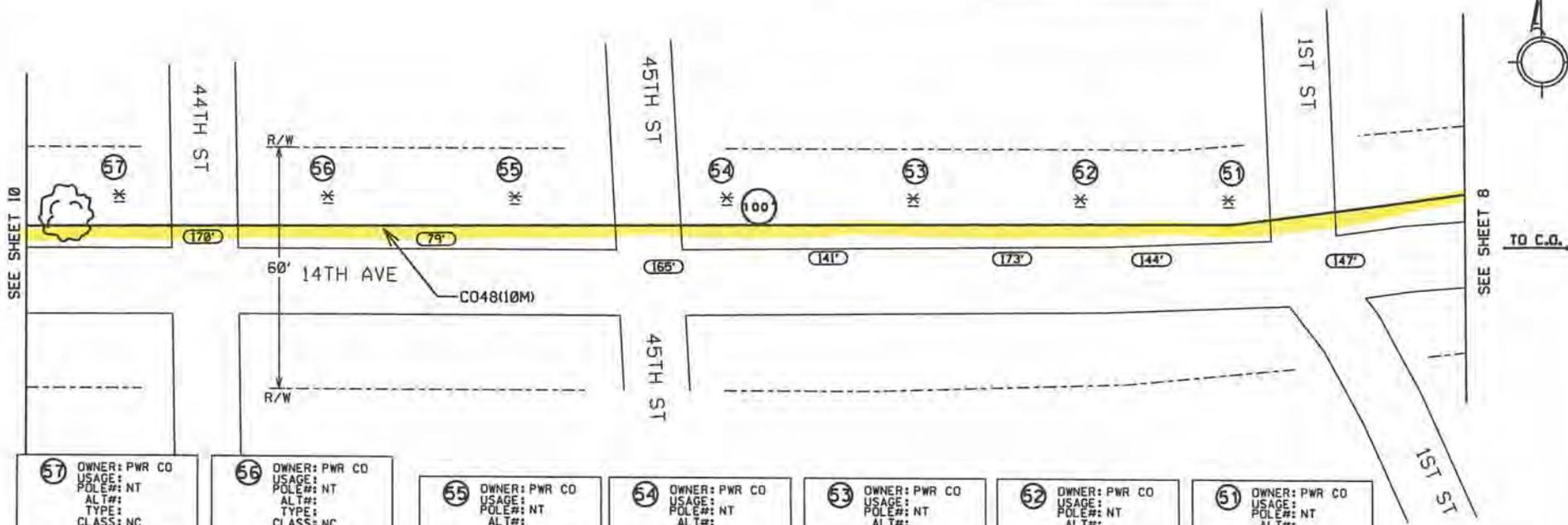
47 NOT USED FOR PLACEMENT

46 NOT USED FOR PLACEMENT

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windstream kdl <small>communications</small>	
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REVISION NO.	AND DATE / /
ENGINEER Richard Zoeller PHONE: 812-759-2832	
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input checked="" type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: 05/12/12	SHEET 8 OF 12

NO NEW GROUND AT ALL EXISTING MGN



**57** OWNER: PWR CO  
 USAGE: PWR CO  
 POLE#: NT  
 ALT#: \*  
 TYPE: \*  
 CLASS: NC  
 HEIGHT: \*  
 LONGITUDE: 41.295028  
 LATITUDE: 90.322588  
 LOW PWR: 27' 7"  
 STREET LIGHT:  
 ATTACH1: 23' 7"  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 22' 6"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HEIGHT:  
 UNITS:  
 PMS2-1  
 PM2A-1  
 CO48(10M)-170'  
 R3-5(A)-40'

**56** OWNER: PWR CO  
 USAGE: PWR CO  
 POLE#: NT  
 ALT#: \*  
 TYPE: \*  
 CLASS: NC  
 HEIGHT: \*  
 LONGITUDE: 41.295020  
 LATITUDE: 90.322372  
 LOW PWR: 26' 7"  
 STREET LIGHT:  
 ATTACH1: 22' 5"  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 21' 4"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HEIGHT:  
 UNITS:  
 PMS2-1  
 PM2A-1  
 CO48(10M)-79'

**55** OWNER: PWR CO  
 USAGE: PWR CO  
 POLE#: NT  
 ALT#: \*  
 TYPE: \*  
 CLASS: NC  
 HEIGHT: \*  
 LONGITUDE: 41.295017  
 LATITUDE: 90.322066  
 LOW PWR: 26' 7"  
 STREET LIGHT:  
 ATTACH1: 24' 10"  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 20' 1"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HEIGHT:  
 UNITS:  
 PMS2-1  
 PM2A-1  
 CO48(10M)-165'

**54** OWNER: PWR CO  
 USAGE: PWR CO  
 POLE#: NT  
 ALT#: \*  
 TYPE: \*  
 CLASS: NC  
 HEIGHT: \*  
 LONGITUDE: 41.295017  
 LATITUDE: 90.322051  
 LOW PWR: 23' 9"  
 STREET LIGHT:  
 ATTACH1: 20' 7"  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 19'  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HEIGHT:  
 UNITS:  
 PMS2-1  
 PM2A-1  
 CO48(10M)-141'  
 COMLA-1  
 CO48-100' SLACK

**53** OWNER: PWR CO  
 USAGE: PWR CO  
 POLE#: NT  
 ALT#: \*  
 TYPE: \*  
 CLASS: NC  
 HEIGHT: \*  
 LONGITUDE: 41.295010  
 LATITUDE: 90.321872  
 LOW PWR: 28' 10"  
 STREET LIGHT:  
 ATTACH1: 20' 11"  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 19' 11"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HEIGHT:  
 UNITS:  
 PMS2-1  
 PM2A-1  
 CO48(10M)-173'

**52** OWNER: PWR CO  
 USAGE: PWR CO  
 POLE#: NT  
 ALT#: \*  
 TYPE: \*  
 CLASS: NC  
 HEIGHT: \*  
 LONGITUDE: 41.295010  
 LATITUDE: 90.321643  
 LOW PWR: 24' 6"  
 STREET LIGHT:  
 ATTACH1: 20'  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 19'  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HEIGHT:  
 UNITS:  
 PMS2-1  
 PM2A-1  
 CO48(10M)-144'

**51** OWNER: PWR CO  
 USAGE: PWR CO  
 POLE#: NT  
 ALT#: \*  
 TYPE: \*  
 CLASS: NC  
 HEIGHT: \*  
 LONGITUDE: 41.295010  
 LATITUDE: 90.321460  
 LOW PWR: 23' 7"  
 STREET LIGHT:  
 ATTACH1: 22' 8"  
 ATTACH2:  
 ATTACH3:  
 ATTACH4:  
 NEW ATTACH: 18' 2"  
 ATTACH ZONE:  
 ANCHOR LEAD:  
 ANCHOR HEIGHT:  
 UNITS:  
 PMS2-1  
 PM2A-1  
 CO48(10M)-147'

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

windstream kdl	
EXCHANGE: <b>Moine</b>	DISTRICT:
WORK ORDER NUMBER: <b>718625721</b>	
REVISION NO.	AND DATE / /
ENGINEER <b>Richard Zoeller</b> PHONE: 812-759-2832	
CUT SHEET REQ: <input type="checkbox"/>	MOP REQ: <input type="checkbox"/>
PERMIT REQ: <input checked="" type="checkbox"/>	JOINT WORK REQ: <input type="checkbox"/>
DATE: <b>05/12/12</b>	SHEET <b>9</b> OF <b>12</b>

Council Bill/Resolution No.: 1239-2012

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

A RESOLUTION

AUTHORIZING the purchase of sixteen flexible fuel E85 Police Pursuit Vehicles for the Police Department from Morrow Brothers Ford, Greenfield, Illinois in the total amount of \$446,464.00.

\_\_\_\_\_

WHEREAS, Fleet Services has budgeted to replace twenty police pursuit vehicles in 2012 for a budgeted amount of \$554,595.00; and

WHEREAS, Fleet Services and the Police Department have determined to purchase only 16 units in 2012 and the remaining units in 2013; and

WHEREAS, Morrow Brothers Ford, Greenfield, Illinois is currently the Illinois State Bid Joint Purchase contract holder for the 2012 Ford Police Pursuit Vehicle.

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

That the City Council hereby authorizes the Fleet Manager to purchase sixteen flexible fuel E85 Police Pursuit Vehicles for the Police Department from Morrow Brothers Ford, Greenfield, Illinois in the total amount of \$446,464.00; provided, however, that said quotation is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
September 25, 2012

Date

Passed: September 25, 2012

Approved: October 2, 2012

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

Approved as to form:

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



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL 62044  
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

**STATE OF ILLINOIS JOINT PURCHASE CONTRACT  
# 4017160  
2013 POLICE PURSUIT VEHICLE**

ORDERING AGENCY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ CELL # \_\_\_\_\_

FORD FLEET # \_\_\_\_\_ PURCHASE ORDER# \_\_\_\_\_

QUANTITY \_\_\_\_\_ COST EACH \$ \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_ TAX EXEMPT #: E999

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TOTAL ORDER COST \$ \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PLEASE MAIL ORDER TO:  
MORROW BROTHERS FORD INC.  
RR 2 BOX 120  
GREENFIELD, IL 62044

PHONE# 1-217-368-3037  
FAX# 1-217-368-3517  
EMAIL: [Richie@morrowbrothersfordinc.com](mailto:Richie@morrowbrothersfordinc.com)

**PLEASE SUMMIT THIS SIGNED FORM WITH ORDER**

**\*PAYMENT DUE UPON DELIVERY\***

## **2013 FORD POLICE INTERCEPTOR UTILITY**

### **BASIC UNIT TO INCLUDE:**

- All Wheel Drive
- 3.7 V6 Police Calibrated
- Police Calibrated H.D. Brakes
- 6 Speed H.D. Transmission
- Column Shifter
- Transmission/Engine Oil Cooler
- 220 Amp H.D. Alternator
- 750 CCA H.D. Battery
- Engine Hour Meter
- Full Size Spare Tire
- 18.6 Gallon Fuel Tank
- Air Conditioning
- Cruise Control
- Tilt Steering Wheel
- Power Locks/Windows/Mirrors
- H.D. Vinyl Floor Covering
- Intermittent Wipers
- Rear Window Defroster
- Cloth Front Bucket Seats
- Vinyl Rear Bench Seat
- Ignition Override System
- Red/White Dome Light
- Pre Drilled Corner Lamp Modules
- Tail Lamp Lighting Solution
- Driver's Side Spot Light
- All Other Standard Equipment

## **2013 FORD POLICE INTERCEPTOR SEDAN FWD**

### **BASIC UNIT TO INCLUDE:**

**\*Includes All Of The Utility Equipment Listed Above With The Following Exceptions.**

- Front Wheel Drive
- 3.5L V6 Engine
- 19 Gallon Fuel Tank
- No Tail Lamp Lighting Solution (May Be Added)
- Incandescent Driver's Side Spot Light

## 2013 FORD POLICE INTERCEPTOR UTILITY

- Police Utility All Wheel Drive.....\$25,820.00\*
- Police Utility Front Wheel Drive.....\$24,820.00
- Police Sedan All Wheel Drive.....\$23,770.00
- Police Sedan Front Wheel Drive.....\$22,796.00
- Non Police Utility Front Wheel Drive.....\$23,880.00
- Non Police Utility All Wheel Drive.....\$25,660.00
- Non Police Sedan Front Wheel Drive.....\$21,460.00

### Utility Spot Light (Please Choose)

- Incandescent  LED

### \*May Delete The Following For Credit\*

- \*Ignition Override.....-\$110.00
- \*Steering Wheel Accessory Switches.....-\$90.00
- \*Tail Lamp Lighting Solution.....-\$350.00
- \*Drivers Side Spot Light.....-\$325.00

### Police Interceptor Utility and Sedan Color Options

- |  |  |
|--|--|
| <input type="checkbox"/> AQ Arizona Beige Metallic     | <input type="checkbox"/> LS Light Ice Blue Metallic  |
| <input type="checkbox"/> BU Medium Brown Metallic      | <input type="checkbox"/> MM Ultra Blue Metallic      |
| <input type="checkbox"/> HG Smoke Stone Metallic       | <input type="checkbox"/> TM Light Gray               |
| <input type="checkbox"/> J1 Kodiak Brown Metallic      | <input type="checkbox"/> TN Silver Grey Metallic     |
| <input type="checkbox"/> J4 Deep Impact Blue           | <input type="checkbox"/> UA Ebony                    |
| <input type="checkbox"/> JL Dark Toreador Red Metallic | <input type="checkbox"/> UJ Sterling Grey Metallic   |
| <input type="checkbox"/> KR Norseia Blue Metallic      | <input type="checkbox"/> UX Ingot Silver Metallic    |
| <input type="checkbox"/> LK Dark Blue                  | <input type="checkbox"/> YG Medium Titanium Metallic |
| <input type="checkbox"/> LM Royal Blue                 | <input type="checkbox"/> YZ Oxford White             |
| <input type="checkbox"/> LN Light Blue Metallic        |  |

### Special Paint and Wrap Options (White Wrap ONLY)

- Special Paint W4650D- 12R13 Fire Chief Red (Utility ONLY).....\$890.00
- 91D Vinyl Word Wrap "POLICE" (White Only, Not Available with Two Tone Wrap).....\$860.00
- 91A Two Tone Vinyl Wrap- Roof, Front & Rear Doors.....\$860.00
- 91B Two Tone Vinyl Wrap- Roof & Hood-Utility Includes Deck Lid On Sedan.....\$860.00
- 91C Two Tone Vinyl Wrap- Roof & Front Doors ONLY.....\$860.00

### Utility and Sedan Seating Option

- Cloth Front Bucket Seats & Cloth Rear Bench.....\$50.00

## **2013 FORD POLICE INTERCEPTOR UTILITY/SEDAN OPTIONS**

- Daytime Running Lights.....\$35.00
- Rear Dark Tint Privacy Glass (Utility Only).....\$220.00
- Red/White Interior Cargo Area Light (Utility Only).....\$55.00
- 18" Full Wheel Face Covers.....\$50.00
- Pre-Wiring Grill Lamp, Siren, Speaker.....\$45.00
- 100 Watt Siren/Speaker.....\$250.00
- Ballistic Drivers Door Panel.....\$1,300.00
- Ballistic Front Door Panels.....\$2,600.00
- Rear View Camera.....\$445.00
- Sync Voice Activated Communication.....\$245.00
- Lockable Gas Cap.....\$15.00
- Blind Spot Monitoring (Requires SYNC).....\$490.00
- Molded Splash Guards (4).....\$190.00
- Reverse Sensing.....\$290.00
- Engine Block Heater.....\$30.00
- Carpet Floor Covering.....\$105.00
- Rear Inside Handles & Locks Inoperable.....\$30.00
- Rear Windows Driver Controlled.....\$20.00
- Hidden Door Lock Plunger.....\$145.00
- Rear Console Plate.....\$30.00
- Auxiliary A/C.....\$500.00
- Rustproof and undercoat.....\$490.00
- Undercoat.....\$200.00
- Scotch Guard.....\$90.00
- Service Manual.....\$295.00
- Roof Rack Side Rails.....\$80.00
- License and Title Fees.....\$169.00
- Delivery- Single Unit.....\$275.00
- Delivery- Multiple Units.....\$225.00 Each
- Passenger Side Spotlight **SPECIFY:**  Incandescent  LED.....\$185.00
- Frontal Air Bag Shutoff Switch.....\$175.00
- Side Curtain Air Bag Shutoff Switch.....\$225.00
- 3.5L V6 Eco Boost 365HP (All Wheel Drive Sedan Only).....\$2,990.00

### **Fleet Single Keyed- No Charge (Not Available with Keyless Entry)**

- 1435X                       1284X                       0135X                       0576X                       1111X
- Extra Key(s).....\$25.00 Each Quantity \_\_\_\_\_
- Extra Remote.....\$169.00 Each Quantity \_\_\_\_\_

## **2013 FORD POLICE INTERCEPTOR UTILITY/SEDAN PACKAGES**

- Police Interior Upgrade Package.....\$390.00
  - Cloth Rear Seats
  - Floor Mats Front & Rear
  - 1<sup>st</sup> Row Carpet Floor Covering with 2<sup>nd</sup> Row Vinyl Floor Covering
  - Full Floor Console with Unique Police Finish Panels
  - Not Available with Cargo Wiring Upfit or Ready For The Road Package
  
- Front Headlamp Lighting Solution.....\$650.00
  - Two Front Integrated LED Lights (In Headlamps)
  
- Rear Lighting Solution.....\$480.00
  - (2) Backlit Flashing LED Lights (Window Mounted On Each Side of Rear Decklid Glass)
  - (2) Lift Gate Flashing LED Lights
  
- Cargo Wiring Upfit Package.....\$1,100.00
  - Rear Console mounting Plate
  - Wiring Harness- Two (2) LED Light Cables (Supports Up To 6 LED Lights)
  - Two (2) Grille LED Light Cables
  - Cargo Area Power Distribution Box
  - Two (2) 50 Amp Battery and Ground Circuits In RH Rear Quarter
  - One (1) 10 Amp Siren/Speaker (Engine to Cargo Area)
  - WHELEN Lighting Controller
  - WHELEN PCC8R Light Relay Center (Mounted behind 2<sup>nd</sup> Row Seat)
  - Light Controller/Relay Center Wiring
  
- Ready For The Road Package.....\$3,390.00
  - WHELEN Cencom Light Controller
  - WHELEN Cencom Relay Center/Siren Amp
  - Light Controller/Relay Cencom Wiring
  - Grille LED Lights
  - 100 Watt Siren/Speaker
  - (9) I/O Digital Serial Cable (Console to Cargo)
  - Hidden Door Lock Plunger & Rear Door Handles Inoperable
  - Rear Console Mounting Plate

**More Options to Follow In The Near Future**

2013 Ford Police Interceptor Utility

Options ↓↓↓↓	Unit →→→	302	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	381	382	386	387	Option Totals																				
				Defer to																	Defer to	Defer to	Defer to																					
		2013	2013	2013																	2013	2013	2013																					
Ford Utility Crossover	\$25,820.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$413,120.00																				
Rear Console Plate	\$30.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$480.00																				
Rear Windows Driver Controlled	\$20.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$320.00																				
Rear Lighting Solution	\$480.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$7,680.00																				
License and Title	\$169.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$2,704.00																				
Additional Key	\$25.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$400.00																				
Red/White Interior Cargo Light	\$55.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$880.00																				
Replace Deep Tint Side & Rear Glass with Clear	\$220.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$3,520.00																				
Cars Keyed Alike	\$0.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$0.00																				
UA Ebony Exterior	\$0.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$0.00																				
Delivery Charge	\$225.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$3,600.00																				
91D "POLICE" Identification Package	\$860.00				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$13,760.00																				
Total Cost All Units With Options																																												\$446,464.00

Total Cost 16 Crossover Units in 2012                      \$446,464.00  
 Total Cost per vehicle    \$27,904.00

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to approve the use of unspent TIF funds to complete the installation of the sidewalks in the Autumn Trails Development.

WHEREAS, Autumn Trails, located west of 3<sup>rd</sup> Street between 11<sup>th</sup> and 12<sup>th</sup> Avenues, is a senior-living community built in a tax increment financing district; and

WHEREAS, as part of a prefunding agreement, the developer deposited approximately \$40,000 with the City to pay for the costs incurred to establish the TIF district; and

WHEREAS, TIF revenues have been generated that are not eligible under state law to reimburse to the developer until the development is completed; and

WHEREAS, these revenues can only be used for TIF eligible expenses in the Autumn Trails development; and

WHEREAS, it is the City's intent to use these available funds for the installation of sidewalks in the Autumn Trails development to advance this development toward completion; and

WHEREAS, the sidewalk installation will be completed by the City's sidewalk contractor, Centennial Contractors, for an approximate amount of \$20,000.00.

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 approve the use of available TIF funds to complete the installation of the sidewalks in the Autumn Trails Development.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
September 25, 2012

\_\_\_\_\_  
Date

Passed: September 25, 2012

Approved: October 2, 2012

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

City Clerk

Approved as to Form:

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

Council Bill/Ordinance No.: 4042-2012

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 Lighting on the Commons scheduled for Saturday, November 17, 2012.

\_\_\_\_\_

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

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

Saturday, November 17, 2012, from 10:00 a.m. to 8:00 p.m.

15<sup>th</sup> Street from the southernmost side of River Drive to the northernmost side of 4<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/Resolution No.: 4043-2012

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 Bier Stube Oktoberfest scheduled for Friday, October 5, 2012 and Saturday, October 6, 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:

Thursday, October 4, 2012, 12:00 p.m. to Sunday, October 7, 2012, 2:00 a.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.

Thursday, October 4, 2012, 12:00 p.m. to Monday, October 8, 2012, 12:00 p.m.

Eastern half of the U-Lot

It shall be an offense to use said roadways for vehicular purposes during times herein specified.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

Council Bill/Special Ordinance No. 4044-2012

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

A SPECIAL ORDINANCE

AUTHORIZING the development of the vacant lots located at 3705 and 3809 11th Avenue Place, specifically Parcels 07-7990 and 07-6746-1, for the construction of single-family homes without requiring the improvement of 11<sup>th</sup> Avenue Place to current City standards as long as said homes are equipped with an approved automatic sprinkler system, are within 600 feet of a fire hydrant, and are in compliance with all other City ordinances and regulations.

---

WHEREAS, Chapter 29 of the Moline Code of Ordinances requires that all land must be developed in accordance with the requirements of the Code, including the improvement of streets to City standards; and

WHEREAS, 11<sup>th</sup> Avenue Place east of 34<sup>th</sup> Street is a dead end, unimproved street as narrow as ten feet in parts with deep ditches running along each side that would be extremely costly to improve and that serves a total of five properties; and

WHEREAS, two of the five properties accessed by 11<sup>th</sup> Avenue Place are vacant lots, and the owners of these lots have requested that they be able to build on these lots without undertaking the cost of improving the road; and

WHEREAS, this Council seeks to encourage the development of quality housing in the City and recognizes the uniqueness of the situation and topography of 11<sup>th</sup> Avenue Place and the burden of requiring the road to be improved for the development of two properties; and

WHEREAS, the fire and safety regulations of the City allow for proper fire protection without a standard width access road as long as the building is equipped with an approved automatic sprinkler system, and there is a fire hydrant located within 600 feet of the building.

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

**Section 1** – That the City Council of the City of Moline, Illinois, hereby grants a variance to Chapter 29 of the Moline Code of Ordinances for the development of the properties located at 3705 and 3809 11<sup>th</sup> Avenue Place, parcel numbers 07-7990 and 07-6746-1, so that the road does not need to be improved to City standards as long as all buildings are equipped with approved automatic sprinkler systems and are located within 600 feet of a fire hydrant.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to Form:

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