



MOLINE CITY COUNCIL AGENDA

Tuesday, March 5, 2013

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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		
Parker		
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of February 26, 2013.

SECOND READING ORDINANCES

1. Council Bill/Special Ordinance 4007-2013

A Special Ordinance declaring the property at 1852 16th Street 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 1852 16th Street, Moline, to Armando G. Calderon.

EXPLANATION: The City acquired the property at 1852 16th Street as a result of abandoned building proceedings. Contractors expressed interest in rehabilitating and purchasing this property. The City published a request for proposals for the purchase and rehabilitation of 1852 16th Street on January 15, 2013, and Armando G. Calderon (“Calderon”) submitted the proposal most advantageous to the City. Calderon has offered to purchase 1852 16th Street for \$27,050.00 and promises to complete interior and exterior repair and restoration of the building on said property within twelve (12) 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 May 1, 2014. Calderon intends to relocate its business offices and storage to this property. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for the 2007, 2009, 2010 and 2011 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2012 payable in 2013 have been deemed exempt. Calderon will be responsible for payment of property taxes assessed in 2013, payable in 2014.

FISCAL IMPACT: N/A

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

2. Council Bill/Special Ordinance 4008-2013

A Special Ordinance declaring the property at 307 16th 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 307 16th Avenue, Moline, to Agustin Martinez and Yesenia Martinez.

EXPLANATION: The City acquired the property at 307 16th Avenue as a result of abandoned building proceedings and through the use of Healthy Homes Lead Grant funds (Lead) and Community Housing Services (CHS) funds has, done some but not all, of the rehabilitation work on this property. In order to complete the rehabilitation work to bring the home up to minimum housing quality standards required by the Department of Housing and Urban Development and to access Home Buyer Assistance Program funds (Home Buyer), a purchaser must be obtained. Pursuant to the requirements of Lead, CHS, and Home Buyer (collectively “housing programs”), the purchaser of the property must meet certain income guidelines and have a child under the age of six (6) in the home for more than 150 hours a year. The City attempted to sell the property for almost a year on its own, and although several parties were interested, none of the potential purchasers met all the housing program requirements. City staff hired Patty Casas, a realtor with detailed knowledge of the housing program guidelines and requirements, to find a buyer for the subject property. Agustin Martinez and Yesenia Martinez meet all housing program requirements and have offered to purchase 307 16th Avenue for \$50,000.00. Staff recommends accepting this offer so this sale can close as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for property taxes in an amount in excess of \$1,569.04, but most of the delinquent 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 owing in the amount of \$380.69; the 2012 property taxes payable in 2013 have been declared exempt. There will be rehabilitation and closing costs that cannot be covered by the housing program funds. Staff recommends paying the 2011 taxes due and owing and any amounts not covered by the housing program funds from the proceeds received from the sale of the property.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Law Department to Record Deed

RESOLUTIONS

3. Council Bill/Resolution 1038-2013

A Resolution authorizing the Mayor and City Clerk to execute a contract with G.M. Sipes Construction, Inc. for Motor Fuel Tax Section No. 13-00000-00-GM, 2013 Pavement Patching, in the amount of \$985,985.00.

EXPLANATION: Bids were opened and publicly read on February 19, 2013, with G.M. Sipes Construction, Inc. submitting the lowest responsible and responsive bid.

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
MFT	800,000.00	652,985.00	510-9965-438.08-10
Water	230,000.00	230,000.00	310-1716-434.08-45
WPC	130,000.00	130,000.00	320-1840-433.08-30
Storm			330-1971-433.08-35
	\$1,160,000.00	\$985,985.00	

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1039-2013

A Resolution authorizing the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating for Project No. 1160, 2013 Sanitary Sewer Reconstructions, in the amount of \$1,047,155.30.

EXPLANATION: Bids were opened and publicly read on February 19, 2013, with Miller Trucking & Excavating submitting the lowest responsible and responsive bid.

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	*BUDGETED	AS-BID	
Utility Tax	565,000.00	414,130.25	510-9965-438.08-10
Water	270,000.00	259,429.80	310-1716-434.08-45
WPC	355,000.00	324,583.75	320-1840-433.08-30
Storm	52,000.00	49,011.50	330-1971-433.08-35
	\$1,242,000.00	\$1,047,155.30	

* Includes additional funding approved at the January 22, 2103 Committee-of-the-Whole Meeting to add the 2700 block of 24th Avenue to the project.

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1040-2013

A Resolution approving a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT), Section 13-00000-00-GM, 2013 Pavement Patching.

EXPLANATION: A Resolution for Improvement is necessary to use budgeted MFT funds for the 2013 Pavement Patching.

FISCAL IMPACT: Sufficient MFT, Water, and WPC funds are budgeted and/or available for this project.

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1041-2013

A Resolution authorizing the purchase of three (3) Lifepak 15 Monitor/Defibrillators from Physio-Control, Redmond, WA in the amount of \$86,470.47.

EXPLANATION: The 2013 budget has \$87,000.00 allocated to purchase replacement monitors/defibrillators for our frontline ambulances. The Fire Department desires to acquire the same model units to maintain continuity for training, maintenance, and repair. Physio-Control is the sole source provider of these monitors/defibrillators in this area. The sole source acceptance of this quotation is recommended pursuant to Chapter 27, Sections 27-1102 and 27-3105 of the Moline Code of Ordinances.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

Council Bill/Special Ordinance No.: 4007-2013

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 1852 16th Street, Moline, as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 1852 16th Street, Moline, to Armando G. Calderon.

WHEREAS, the City acquired the property at 1852 16th Street as a result of abandoned building proceedings, and contractors have expressed interest in rehabilitating and purchasing this property; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 1852 16th Street on January 15, 2013, and Armando G. Calderon ("Calderon") submitted the proposal most advantageous to the City; and

WHEREAS, Calderon has offered to purchase 1852 16th Street for \$27,050.00 and promises to complete interior and exterior repair and restoration of the building on said property within twelve (12) 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 May 1, 2014; and

WHEREAS, Calderon intends to relocate its business offices and storage to this property; 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 the 2007, 2009, 2010 and 2011 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2012 payable in 2013 have been deemed exempt. Calderon will be responsible for payment of property taxes assessed in 2013, payable in 2014.

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

Section 1 – That the property located at 1852 16th Street, Moline, is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 1852 16th Street, Moline, Illinois, with Armando G. Calderon, and do all things necessary to convey said property to Armando G. Calderon, in return for payment of \$27,050.00, plus a right of reverter requiring Calderon to complete interior and exterior renovations of said property within twelve (12) 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 June 5, 2014, 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: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION
SELLER

ARMANDO G. CALDERON
PURCHASER

Address: 619 16th Street
Moline, IL 61265

Address: 1030 17th Street
Moline, IL 61265

Telephone: (309) 524-2012

Telephone: (309) 269-4272

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 1852 16th Street, Moline, Illinois (Parcel Number 08-1929), consisting of 12,547 square feet, more or less, legally described as:

THE FOLLOWING DESCRIBED TRACTS OF LAND IN OUTLOT "E" IN CHILDS SECOND ADDITION TO THE CITY OF MOLINE, AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "E" IN THAT PART OF THE CITY OF MOLINE KNOWN AS AND CALLED CHILD'S SECOND ADDITION AS SAID LOT IS KNOWN AND DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION; THENCE RUN EAST ALONG THE NORTH LINE OF SAID LOT 103 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT, 150 FEET FOR A STARTING POINT; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 135 FEET; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 56.46 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT, 135 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 56.46 FEET TO SAID STARTING POINT; EXCEPT THE EAST 30 FEET OF THE SOUTH 55 FEET OF SAID FOREGOING TRACT OF LAND, ALSO BEGINNING AT THE NORTHWEST CORNER OF LOT NUMBER ONE (1) OF ASWEGE AND NELSON SUBDIVISION TO THE CITY OF MOLINE; THENCE RUN NORTH ALONG THE EAST LINE OF 16TH STREET PRODUCED SOUTH 105.5 FEET FOR A STARTING POINT; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID OUTLOT "E" 135 FEET TO AN ALLEY; THENCE RUN NORTH PARALLEL WITH THE EAST LINE OF SAID 16TH STREET, 50 FEET; THENCE RUN WEST PARALLEL WITH THE NORTH LINE OF SAID OUTLOT "E", 135 FEET TO THE EAST LINE OF 16TH STREET; THENCE RUN SOUTH ALONG THE EAST LINE OF 16TH STREET, 50 FEET TO SAID STARTING POINT; SITUATED IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.



Hereinafter referred to as the "Property," for the total sum of TWENTY-SEVEN THOUSAND FIFTY and No/100 DOLLARS (\$27,050.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 1852 16th Street. **The deadline to complete all renovations is March 5, 2014.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment signed by both parties. In no event shall the completion date be extended beyond May 1, 2014, 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 March 12, 2013, to allow Seller's City Council to consider and approve this Agreement at its March 5, 2013 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 Fifty and No/100 Dollars (\$27,050.00). All 2011 taxes due and payable in 2012 shall be borne by Seller. Of the 2013 taxes payable in 2014, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2013, to the date of Closing. 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:

Repair all roof leaks and seal coat the entire roof; repair all gutters needed for property drainage; exterior tuck-point brick work as needed; paint entire building; interior – all mechanical systems to be brought to working order; make repairs and alterations required to make interior presentable and code compliant for end users; utilize the services of an architect to help in planning above work.

The deadline to complete all renovations is March 5, 2014. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by

a written amendment signed by both parties. In no event shall the completion date be extended beyond May 1, 2014.

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 March 5, 2014, or in no event beyond May 1, 2014, the right of reverter shall cease.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or before March 15, 2013 ("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, except for the right of reverter, which will cease if above conditions are met by the deadline.
- (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 liability insurance 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, if any; 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 March 5, 2013, and Purchaser's offer to buy herein shall be irrevocable to and including March 5, 2013, 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 March 5, 2013, 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: _____

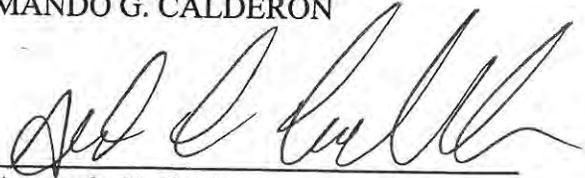
ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Date: _____

Executed by PURCHASER:

ARMANDO G. CALDERON

By:  _____
Armando G. Calderon

Date: 2-19-2013

FOR INFORMATION ONLY:

Seller's Attorney:

Amy L. Keys

(309) 524-2012

Council Bill/Special Ordinance No.: 4008-2013

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 307 16th Avenue, Moline, as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 307 16th Avenue, Moline, to Agustin Martinez and Yesenia Martinez.

WHEREAS, the City acquired the property at 307 16th Avenue as a result of abandoned building proceedings and through the use of Healthy Homes Lead Grant funds (Lead) and Community Housing Services (CHS) funds, has done some but not all, of the rehabilitation work on this property; and

WHEREAS, in order to complete the rehabilitation work to bring the home up to minimum housing quality standards required by the Department of Housing and Urban Development and to access Home Buyer Assistance Program funds (Home Buyer), a purchaser must be obtained; and

WHEREAS, pursuant to the requirements of Lead, CHS, and Home Buyer (collectively “housing programs”), the purchaser of the property must meet certain income guidelines and have a child under the age of six (6) in the home for more than 150 hours a year; and

WHEREAS, the City attempted to sell the property for almost a year on its own, and although several parties were interested, none of the potential purchasers met all the housing program requirements; and

WHEREAS, City staff hired Patty Casas, a realtor with detailed knowledge of the housing program guidelines and requirements, to find a buyer for the subject property; and

WHEREAS, Agustin Martinez and Yesenia Martinez meet all housing program requirements and have offered to purchase 307 16th Avenue for \$50,000.00; and

WHEREAS, Staff recommends accepting this offer so this sale can close 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 an amount in excess of \$1,569.04, but most of the delinquent 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 owing in the amount of \$380.69; the 2012 property taxes payable in 2013 have been declared exempt; and

WHEREAS, there will be rehabilitation and closing costs that cannot be covered by the housing program funds; and

WHEREAS, Staff recommends paying the 2011 taxes due and owing and any amounts not covered by the housing program funds 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:

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Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 307 16th Avenue, Moline, Illinois, with Agustin Martinez and Yesenia Martinez, and do all things necessary to convey said property to them, in return for payment of \$50,000.00; 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: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney



REAL ESTATE PURCHASE AGREEMENT
 For the Exclusive Use of Members of the Quad City Area REALTOR® Association
This is a legally binding contract when fully executed by all parties.

Date Agreement Written: February 7, 2013

Listing Agent: Patty Casas

Buyer's Agent: Amy Karnavas

Office: Keller Williams

Office: I-74

Disclosure Confirmations:

A. **Agency:** An agency disclosure must be made at the time specific assistance is provided to Buyer or Seller. By signing below, Buyer and Seller confirm that prior informed written disclosure of agency representation was provided to them, that they understand said representation and that the disclosure was provided prior to signing. Buyer and Seller acknowledge and agree that:

CHECK ONE:

The Listing Agent is representing the Seller and the Buyer's Agent is representing the Buyer.

The undersigned confirm that they have previously consented to _____ (Licensee), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Buyer Initial Date

Seller Initial Date

Buyer Initial Date

Seller Initial Date

The Buyer's Agent is representing the Buyer only.

The Listing Agent is representing the Seller only.

B. **Seller Property Disclosure.** If this agreement is for a 1 to 4 unit residential property and required by law, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Buyer making a written offer. By signing below, Buyer confirms that Buyer [] has [] has not received and read Seller's Property Disclosure Statement. Not Applicable

C. **Lead-Based Paint Disclosure.** If this agreement is for a residential property built prior to 1978, Seller must provide Buyer with (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer [] has has not received and read the above described documents; [] Not Applicable

D. **Illinois Radon Disclosure.** (for Illinois properties only) By signing below, Buyer confirms that Buyer [] has has not received and read radon disclosure. [] Not Applicable

E. Seller and Buyer request that Broker select, prepare, and complete documents allowed by law or rule, and may contact their client by telephonic or electronic communication.

[Signature] 2-7-13
Buyer Date

Seller Date

Yesenia Martinez 2-7-13
Buyer Date

Seller Date



(Seller) City of Moline

The undersigned (Buyer) Agustin Martinez

Yesenia Martinez

hereby offers to purchase for the total sum of \$ 50,000 the real estate located at;

307 16th Ave

Moline

IL 61265

and legally described as follows:

Supvr Asst Lot 226 Sheet 8

Earnest Money

Buyer hereby deposits the sum of \$ 100, in the form of [] cash [x] check, in escrow with Keller Williams ("Escrow Agent") as Earnest Money, to be applied to the purchase price at closing. Broker will hold money in a special, non-interest bearing escrow account if an Illinois property or a special interest bearing escrow account if an Iowa property, with the interest being forwarded to the REALTOR® Foundation of Iowa, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller. In the event any contingency is not met by the date contained in such contingency, Seller recognizes the Earnest Money will be returned to Buyer, upon agreement in writing by both parties; and this Agreement shall be void. In the event of a default by Buyer hereunder, the Earnest Money shall be paid to Seller as provided in Paragraph 18. Earnest money will not automatically be returned or paid to any party. In the event of any dispute as to the retention or return of the Earnest Money, the Escrow Agent shall only take such action with respect to the Earnest Money as agreed in writing by the parties, as ordered by a court of competent jurisdiction, or pursuant to Iowa Administrative Rule 139E - 13.1 or Illinois 225 ILCS 454/20-20 (h) (8). Seller and Buyer agree to indemnify, defend and hold harmless the Escrow Agent from and against any and all liabilities and claims arising out of duties as Escrow Agent.

The balance of the purchase price shall be paid as follows:

 A. By payment of the sum of \$ at closing, with evidence of such funds to be provided to Seller within business days of Seller's acceptance of the Agreement. If such evidence is not so provided to Seller, this Agreement shall be null and void and the Earnest Money returned to Buyer; or

B. Sale subject to financing. This Agreement is subject to Seller receiving from Buyer's lender by February 7, 20 13 a written statement of pre-approval confirming that Buyer has credit-worthiness. This Agreement is also contingent upon Buyer providing a **Conventional** written loan commitment on the property in the amount of **95% LTV** no later than **March 21, 2013**. If Buyer has made timely application and a loan commitment cannot be obtained by Buyer within the time provided, or if Buyer's lender does not provide such written statements, this Agreement shall be null and void and all Earnest Money shall be returned to Buyer.

In addition, the sale and purchase of the property shall be subject to the following terms and conditions:

Buyer request that that all items on the spec bid sheet dated 10/31/12 be completed in addition the buyer requests

that the seller also installs central air which is not included in the bid sheet.

Property purchase will be subject to final inspection by city and buyer's.

y. m
A. M
Initial(s)

Buyer's

/
Initial(s)

Seller's

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

1. **Closing and Possession.** Closing shall be on a mutually agreed upon date but not later than March 29, 2013. Seller shall deliver possession concurrently with closing, UNLESS possession should occur after closing, in which case, Seller shall deliver possession to Buyer not later than closing. Per diem liquidated damages in the amount of \$0 shall be paid by the Seller to the Buyer for each day the delivery of possession is beyond the agreed possession. In either event:

- (a) Possession shall be deemed delivered when Seller has vacated the property and delivers the keys to either the Buyer or the Buyer's Agent.
- (b) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise agreed to by the parties.
- (c) If Seller shall fail for any reason whatsoever to vacate said property on the date set forth above, the Buyer shall, in addition to all other remedies, have the right to commence any legal action or proceeding to evict and remove the Seller from the property with Seller hereby agreeing to reimburse the Buyer for all damages, reasonable attorney fees and expenses incurred by the Buyer in the enforcement of the Buyer's rights under this Agreement.

The parties agree, that nothing contained herein is intended to create a landlord and tenant relationship between them.

2. **Subject to Sale.** This offer is expressly made contingent upon Buyer entering into a binding Contract for the sale of Buyer's existing residence located at _____ by 12:00 midnight on _____, 20____ and the subsequent closing of the same. Buyer agrees to list said residence for sale with a licensed real estate firm of Buyer's choice within _____ hours of acceptance of this Agreement, and to proceed with all due diligence to procure a binding Contract. In the event Buyer does not enter into a binding Contract for the sale of such existing residence by the date specified, this offer shall become null and void and the Earnest Money deposit refunded to Buyer.

3. **Option Hour Clause.** Due to the _____ contingency in Buyer's offer, it is mutually agreed that Seller may continue to offer the subject property for sale. In the event another offer which Seller wishes to accept is tendered on the subject property, Seller shall deliver to Buyer, or Buyer's Agent, written notification of Seller's intent to accept said offer and Buyer shall then have _____ hours, inclusive of weekends and holidays, from the time notification is received to eliminate _____ contingency to their offer. If the above Buyer fails to eliminate said contingency within the _____ hour period, this offer shall become void and Buyer thereby relinquishes all claim on the subject property and the Earnest Money will be refunded to Buyer.

4. **Subject to Closing.** This Agreement is expressly subject to Buyer closing the sale of Buyer's property at _____ on or before _____, 20____. If Buyer's home does not close on or before the above date, this offer will be null and void and the Earnest Money returned to Buyer.

✓ 5. **Appraisal.** Subject Property must be appraised by a state licensed or certified appraiser retained by Buyer or Buyer's lender, at or above sale price. Buyer agrees to proceed with all due diligence to obtain appraisal and agrees to provide Seller with copy of such appraisal, if appraised value is lower than the sale price. Seller may give notice to Buyer within 3 business days of receipt of appraisal, that Seller is unilaterally lowering the purchase price to equal the appraised value as determined by the appraisal and Buyer shall continue to be bound to complete this transaction, otherwise this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer.

6. **Taxes, Dues, Special Assessments.** All real estate taxes and association dues shall be prorated between Buyer and Seller as of the date of closing. Any proration of real estate taxes shall be in accordance with standards adopted by the county bar association of the county where the real estate is located. Seller shall pay all special assessments that are a lien on the property as of the date of closing, and also all special assessments to be levied for improvements completed. Further, Seller shall pay all assessments of improvements for which Seller has received written notice or resolution prior to the date of this Agreement. All other assessments shall be paid by Buyer. Utility charges will be adjusted by the parties by appropriate meter readings at or about the time of delivery or possession.

AM / YM Buyer's
Initial(s)

_____/_____
Initial(s) Seller's

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

7. **Proration.** The following items, if applicable, shall be prorated as follows:
- A. Rent, if any, (with transfer in full of any security/damage deposit) at date of closing;
 - B. Other income and operation expenses, if any, at date of closing;
 - C. Proration of LP tank rental and remaining gas at date of possession;
 - D. Fees related to property (i.e. Association fees, water fees) at date of possession.
8. **Condition of Property upon transfer.** Buyer acknowledges that Buyer has inspected the property, is acquainted with the condition thereof, and accepts the same under one of the following terms:

Buyer to check 1 or 2

1. "As Is" condition.
2. "As Is" except Seller affirms the heating and air conditioning system, electrical system, plumbing system, septic system (if applicable), all built-in appliances, and other mechanical equipment, included as part of the purchase price, will be in working condition as of the date of possession with the following exceptions (if none, so state) none. In the event the condition of the air conditioning system cannot be determined on the date of possession, due to the season of the year, the affirmation on it shall be extended for 0 days following closing so that the air conditioning system can be properly tested. The affirmation contained herein shall survive the closing of the transaction. Notice of breach of warranty must be served upon Seller, Seller's Attorney, or Listing Agent within 48 hours after the date of possession or, if concerning the air conditioning system, within the extended term. Failure to give written notice within the specified period shall constitute a waiver of the right to recover for damages.

The property, as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by Seller in its present condition until possession, ordinary wear and tear excepted. Buyer shall be permitted to perform a walk-through inspection of the property prior to possession or closing, whichever takes place first, in order to determine that there has been no change in the condition of the property.

9. **Inspections.** Within seven (7) business days of acceptance of this Agreement, Buyer has the right to obtain any inspection(s) of the property by licensed inspector(s) qualified in such matters, as checked below. If Buyer fails to obtain inspections within seven (7) business days of acceptance of this Agreement, the inspection contingency shall be considered waived. Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such inspection(s) and request any additional inspections reasonably related to such deficiency. Within three (3) business days after receipt of request for additional inspections, the parties may, but are not required to, agree by amendment to terms and timetable for such additional inspection(s). Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such additional inspection. Within three (3) business days after the final notice of deficiencies, Seller may agree to remedy all of the deficiencies and then the contract will remain in full force and effect. In the event the Seller does not agree to remedy all deficiencies, the parties may, but are not required to, agree by amendment to terms necessary to remedy any deficiency revealed by any inspection. If terms of this amendment are not met, this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer. The parties agree the following indicated inspections shall be made on the property:

Type of Inspection	To be paid by:	Type of Inspection	To be paid by:	Type of Inspection	To be paid by:
<input type="checkbox"/> Asbestos	_____	<input type="checkbox"/> Pool	_____	<input type="checkbox"/> Survey	_____
<input type="checkbox"/> Central Air	_____	<input checked="" type="checkbox"/> Radon	<u>buyer</u>	<input type="checkbox"/> Well Water Test	_____
<input type="checkbox"/> Electrical	_____	<input type="checkbox"/> Roof-Shingles	_____	<input type="checkbox"/> Well	_____
<input type="checkbox"/> Flood Certification	_____	<input type="checkbox"/> Entire Roof	_____	<input type="checkbox"/> Whole House with Radon	_____
<input type="checkbox"/> Foundation	_____	<input type="checkbox"/> Septic	_____	<input type="checkbox"/> Whole House without Radon	_____
<input type="checkbox"/> Furnace	_____	<input type="checkbox"/> Septic opening and closing both inlet and outlet	_____	<input checked="" type="checkbox"/> Other	<u>city inspec.</u>
<input type="checkbox"/> Mold	_____	<input type="checkbox"/> Sewer Line	_____		
<input type="checkbox"/> Plumbing	_____				

- Buyer waives all inspections
 Buyer waives all inspections except Wood Infestation Inspection.

once completed

10. **Home Warranty.**

1. It is agreed to that the _____ (Seller/Buyer) shall provide a one (1) year _____ Home Warranty policy on the property at a cost of \$_____.

2. There shall be no home warranty provided on this property. Buyer understands the Seller does not warrant any system unless otherwise covered within this agreement.

AM / MA Buyer's Initial(s)

/ Seller's Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

11. **Wood-Infestation Report.** A. (Buyer) B. (Seller) C. (Not applicable) shall, at their expense, have the property inspected for termites or other wood destroying insects by a licensed pest inspector at least five (5) business days prior to closing, but no more than 30 days. **IF ACTIVE INFESTATION IS FOUND OR TREATMENT IS RECOMMENDED, THE PROPERTY SHALL BE TREATED AT THE SELLER'S EXPENSE.** If damage due to infestation, either present or prior, is discovered, the property shall be repaired at Seller's expense, providing that the cost of such repairs does not exceed \$ 1000.

If such repairs exceed the aforesaid amount, Buyer either agrees to pay the cost of repairs in excess of the aforesaid amount or declares this Agreement to be null and void, and the Earnest Money shall be refunded to Buyer. All reports, notifications, agreements, and elections under this paragraph shall be in writing and given as soon as practicable prior to closing.

12. **Fixtures.** All fixtures presently installed on the property, including but not limited to: window shades and blinds, rods, brackets, and awnings, all attached carpeting; existing storm and screen windows and doors; all attached cooling, heating, plumbing and electrical systems; all planted vegetation; sump pump; ceiling fans; and garage door openers and all remote units, fencing and transmitters shall be left by the Seller in or upon the property exactly as they are as of the date of this Agreement and shall be deemed a part of the real estate and, title thereto shall pass to the Buyer at closing, with the following exceptions:

Any "fixtures" reserved by the Seller must be removed by the Seller prior to possession and are excluded from this Agreement. Seller agrees to remove all debris and all personal property not included herein from the property by possession date.

13. **Evidence of Title.** If the property is located in Iowa, the Seller shall deliver a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located.

If the property is located in Illinois, the Seller shall either deliver: (a) a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located; or, (b) a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Buyer's name for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination of title adopted by the local County Bar Association, Buyer or Buyer's Attorney shall give written notice of such exceptions to Seller within 30 days of receipt of the title commitment or abstract of title. Seller shall have 30 days to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to refund of the Earnest Money. In Illinois, furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception. In Iowa, furnishing an Iowa Title Guaranty policy insuring over an exception shall constitute a cure of such exception.

14. **Conveyance of Title and Documents of Sale:** At closing Seller shall deliver either:

(a) A warranty deed or fiduciary's deed, if applicable, to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens; or

(b) In the event that Seller Financing applies to this agreement, then the executed Agreement for Deed or Contract for Deed shall be delivered and exchanged at closing.

MM NM Buyer's / Seller's (Buyer(s) and Seller(s) acknowledge that they have read this page.)
Initial(s) Initial(s)

21. **General Provisions.**

- (a) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing.
- (b) Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Other Provisions.** All other provisions, if any, shall be by addendum/rider in this Agreement. Addendum/riders attached:

Radon rider

23. **Acceptance.** When accepted, this Agreement shall become a binding Contract for the sale and purchase of the above described property. If this Agreement is not accepted by the Seller on or before presentation, it shall become null and void and the Earnest Money shall be refunded to Buyer without liability on the part of said agent to either party.

This is a legally binding Contract. If not understood, consult with legal counsel of your choice. Receipt of a copy of this Agreement is acknowledged by the parties hereto. This Agreement has been read and executed on the dates beside all signatures.

SELLER HEREBY

- Accepts
- Rejects
- Counters - in the event of counters all parties agree to initial and date all changes to the contract and/or to execute and attach Addendums/Riders/Amendments to this purchase agreement.

Date of Final Acceptance by all parties _____, 20____
Agent representing the party executing final acceptance shall provide the date upon which the parties agreed to all terms.

Agustin Martinez 2-7-13
Buyer Date

Agustin Martinez
Buyer Printed Name

Yesenia Martinez 2-7-13
Buyer Date

Yesenia Martinez
Buyer Printed Name

1315 19th Street
Buyer Address

East Moline, IL 61244
Buyer City, State, Zip

Seller Date

City of Moline
Seller Printed Name

Seller Date

Seller Printed Name

Seller Address

Seller City, State, Zip



**RIDER NO. 8
RADON RIDER**

This Rider is a supplement to, and supersedes Paragraph 9 of the Real Estate Purchase Agreement as it relates to Radon Inspections, and becomes part of the Agreement for Sale of Residential Real Estate, to which it is attached, between:

the Seller: City of Moline

and the Buyer: Agustiri Martinez Yesenia Martinez

Buyer requests a radon inspection to be completed within 10 days of acceptance of this agreement, paid for by buyer. If the radon level is at or above 4.0 Pico curies per liter (pCi/L), both parties agree to have property mitigated by a credentialed radon specialist/licensed mitigator and in a manner recommended by a credentialed radon specialist/licensed mitigator in the state of IA/IL, at seller's (seller or buyer's) expense, at a cost not to exceed \$ 1200, and this offer remains binding on both parties.

EXECUTED BY BUYER:

EXECUTED BY SELLER:

[Signature] 2-7-13
Date

Date

Yesenia Martinez 2-7-13
Date

Date



**Quad City Area REALTOR® Association
ILLINOIS/IOWA-AGENCY DISCLOSURE NOTICE
and
CONSENT TO DUAL AGENCY**



Mel Foster Co. is pleased to assist you in connection with the purchase, sale and/or lease of real estate. The following will govern the terms of your relationship with ~~MFC~~ Amy Karnavas

as its Appointed/Designated Agent to represent Agustin Martinez Yesenia Martinez

in connection with the possible purchase, sale and/or lease of real estate. Term of client shall hereafter refer to seller, buyer, landlord, tenant, optionor or optionee. Only the Appointed/Designated Agent will represent the client(s) named above (together with any additional Appointed/Designated Agent who may be designated by Mel Foster Co. hereafter). No other broker or sales associate affiliated with Mel Foster Co. will be acting as an agent for the client(s) named above. It is the policy of Mel Foster Co. to offer real estate services exclusively through Appointed/Designated Agents with respect to Illinois/Iowa real estate. The Appointed/Designated Agent and other company sales associates may provide services simultaneously to other parties involving the same real estate. When representing the buyer, tenant, or optionee Mel Foster Co. and the Appointed/Designated Agent will generally be offered and will accept a commission from the seller, landlord, or optionor or the seller, landlord, or optionor's real estate agent, who may not be a client of Mel Foster Co. or the Appointed/Designated Agent. It is the policy of Mel Foster Co. to reciprocate with other broker's offers to cooperate and compensate. It is also the policy of Mel Foster Co. to neither offer subagency to or accept subagency from cooperating brokers.

DUTIES TO ALL PARTIES

- A real estate agent, including the Appointed/Designated Agent, has the following duties to all parties to a transaction, regardless of which party the agent represents:
- A. To provide real estate brokerage services to all parties to the transaction honestly and in good faith;
 - B. To diligently exercise reasonable skill and care in providing brokerage services to all parties;
 - C. To disclose to each party all material adverse facts that the agent knows, except for the following:
 - 1. Material adverse facts known by the party.
 - 2. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3. Material adverse facts the disclosure of which is prohibited by law.
 - D. Material adverse facts that are known to a person who conducts an inspection on behalf of a party. A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.
 - E. To account for all property coming into the possession of the agent that belongs to any party within a reasonable time of receiving the property.

DUTIES TO A CLIENT

In addition to the real estate agent's duties to all parties as provided above, a real estate agent, including the Appointed/Designated Agent, has the following duties to the agent's client(s):

- A. To place the client's interests ahead of the interests of any other party, unless the agent is acting as a disclosed dual agent, as discussed below;
- B. To disclose to the client all information known by the agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection;
- C. To fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the agent has under the law;
- D. To disclose to the client any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to a transaction.

DUTIES OF A DISCLOSED DUAL AGENT

An Appointed/Designated Agent may legally represent both the seller, landlord, or optionor and the buyer, tenant, or optionee in a transaction, but only with the prior knowledge and the written consent of both parties. This is called "Dual Agency". The Appointed/Designated Agent will be acting as a Dual Agent when he or she represents both the owner/seller, landlord, or optionor and the prospective buyer, tenant, or optionee. This means that when the Appointed/Designated Agent is the listing agent and the selling agent, the Appointed/Designated Agent will be representing both parties simultaneously. When acting as Dual Agent, the agent has the same Duties to All Parties and Duties to A Client, as set forth above, EXCEPT a Dual Agent may not and does not have a duty to place one client's interests ahead of the interests of the other client. Representing more than one party to a transaction may present a conflict of interest since both clients may rely upon Appointed/Designated Agent's advice and Buyer, Tenant, or Optionee and Seller's, Landlord, or Optionor respective interests may be adverse to each other. The Appointed/Designated Agent will endeavor to be impartial between both parties and will not represent the interest of either party to the exclusion or detriment of the other party. Appointed/Designated Agent will act as a dual agent only with the written consent of ALL parties in the transaction.

By signing this agreement the client agrees that the Appointed/Designated Agent may act as a Disclosed Dual Agent when the agent represents both the seller, landlord, or optionor and the buyer, tenant, or optionee. Parties are not required to participate in Disclosed Dual Agency.

ACKNOWLEDGMENT AND CONSENT TO AGENCY/DUAL AGENCY

I (We) acknowledge that I(we) have read this document, and that Mel Foster Co. and the Appointed/Designated Agent have made full disclosure of the client(s) the Appointed/Designated Agent represents, the duties of a real estate agent to the parties, and the type of representation the agent will provide. I(We) consent to the Appointed/

Designated Agency policy and the designation of N/A as our Appointed/Designated Agent. I(We) have read and understand this statement, have asked questions I(we) have deemed appropriate regarding this disclosure and agreement, and I(we) acknowledge signing and receiving a copy of this document before receiving any specific assistance from the Appointed/Designated Agent or making or accepting an offer, which ever is sooner.

It is disclosed that Mel Foster Co. Insurance, Inc. is owned by Mel Foster Co., Inc. and that TMI Home Warranty, L.L.C. is owned in part by Mel Foster Co. Properties, Inc. of Illinois and other persons and entities affiliated with Mel Foster Co., Inc.

IF YOU DO NOT UNDERSTAND ALL THE TERMS OF THIS DOCUMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

Client's Signature(s):

Agustin Martinez
Printed Name
[Signature]
Signature 2-7-13
Date

Yesenia Martinez
Printed Name
[Signature]
Signature 2-7-13
Date

Appointed/Designated Agent's Signature

Amy Karnavas
Printed Name
[Signature]
Signature 2/7/13
Date

SPECS BY LOCATION/TRADE

10/31/2012

Pre-Bid Site Visit: _____
 Bidding Open Date: _____
 Bidding Close Date: _____
 Initial: _____

Case Number: _____
 Project Manager: _____
 Phone: _____

Address: 307 18th Ave HB Unit: Unit 01

Location: Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 7 Masonry

Custom		1.00	AL		
Custom	REBUILD MASONRY WALLS RELAY AND REPLACE BRICK AS NEEDED AND TUCK POINT MASONRY WALLS BOTH SIDES FRONT ENTRANCE.	1.00	AL		

Trade: 8 Metal Work

1480	METAL GUARD RAIL--WROUGHT Design, fabricate, prime, topcoat and install a one-piece steel railing of 2" flat top and bottom rails and 1/4" balustrades 4" on center. BACK PORCH.	5.00	LF		
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Trade: 9 Environmental Rehab

9693	ENCLOSE PORCH CEILING--PLYWOOD After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape and HEPA vacuum any visible paint chips, dust and debris. Mark ceiling "Lead Paint" 4' on center. Apply a 3/8" BCX plywood ceiling with 7d screw shank nails, 8" on center and B side exposed. Trim perimeter with 1/4 round and seams with 2" lattice. Prime and top coat with premium acrylic latex. NOT A LEAD SPECIFICATION. FRONT PORCH	240.00	SF		
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Trade: 10 Carpentry

2675	SIDING--ALUMINUM REPAIR Secure aluminum siding and replace missing or damaged siding, matching existing as closely as possible. Use pop rivets, if needed. MISSING SIDING BELOW PORCH CEILING IN FRONT.	200.00	SF		
Custom	FRONT STEPS REPAIR REPLACE DAMAGED FIRST TREAD AND INSTALL ICC APPROVED HANDRAIL ONE SIDE.	1.00	AL		

Location Total: _____

Location: 2-Mechanicals

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 21 HVAC					
6037	FURNACE--GAS REPLACE Dispose of furnace in legal dump. Install an intermittent pilot, gas fired, forced air furnace with minimum AFUE rating of 90 to existing plenum and gas line. Include set back thermostat, flue pipe and shut-off valve. Size furnace per heat loss analysis. POWER SIDE VENT . HVAC PERMIT IS REQUIRED.	1.00	EA		
Trade: 22 Plumbing					
7070	WATER HEATER--40 GALLON GAS Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump. POWER SIDE VENTED.	1.00	EA		
Trade: 23 Electric					
8000	Moline Rewire Specification Contractor to furnish and install all labor and material for the following work. 1. Install new amp service to current Moline code. Wire a GFCI next to panel. If existing service and panel box is adequate ensure it is grounded to meet existing code and that circuits are labeled at panel box. NEW SERVICE ALREADY INSTALLED. 2. Install 120 volt, battery backup, interconnected smoke detectors, one in each bedroom, one in hallways adjacent to each group of bedrooms, and minimum of one per level. Hallway detectors to be combo smoke/CO. 3. Receptacles. Ensure that the home meets the current NEC for six foot (6') spacing for general purpose receptacles. Verify that all receptacles are grounded and meet minimum requirements of the code. GFCI receptacles shall be allowed in place of grounded outlets on existing 2 wire circuits if the existing wire is 12 gauge romex wire in good shape and meets current code. Dedicated circuits as required by code. 4. Bathroom Receptacles. Insure that each bathroom has one GFCI outlet within three feet of the sink. If more than one bathroom outlet exists, install GFCI protection on all of them. 5. Kichen Counter top Receptacles . Ensure that the kitchen counter top receptacles meet the current code for two-foot spacing and that all have GFCI protection. If needed, add receptacles to meet current code spacing requirements. 6. Outside receptacles and Lights. Install 2 GFCI outlets on exterior of home, front and back. If there are already two or more outlets on the exterior of the house, ensure that they are GFCI protected and meet current code. Ensure that all exterior doors that serve an entrance/exit have an exterior light. If garage is	1.00	AL		

Address: 307 16th Ave HB Unit: Unit D1

Location: 2-Mechanicals Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

wired ensure that it meets code requirements.

7. Split outlets and lights, according to current Molne code: separate circuit for bath, kitchen outlets 2 per circuit, general use 8 per circuit. Other dedicated circuits to code as required.

8. Change basement outlets to GFCI as required by code.

9. Ensure that all lights and switches are in working order and that the home meets the requirements for current code for 3 way and 4 way switch locations. Ensure that each room has a switched overhead light. If this is not possible obtain preapproval for switched outlet or wall light. Basement shall have switched light. The electrical service panel and other appliance service areas must have adequate lighting. Ensure that all switch and outlet covers have been installed.

10. Remove /replace with romex any exposed knob and tub wiring in basement and all knob and tube wiring exposed or not in attic. Remove and dispose of any and all unused accessible wiring. Inspect for and correct open junctions and other code violations.

11. IN ADDITION TO AND OF SPECIAL NOTE: INCLUDE EXTERIOR VENTED RANGE HOOD AND BATH VENT ON TIMER. INCLUDE \$760 IN BID FOR RANGE HOOD, BATH VENT, LITE BAR OVER MC, AND ALL REQUIRED FIXTURES.

Location Total: _____

Location: 3-Kitchen Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

3316	TRIM--DOOR SET 1"X4" Trim KITCHEN sides of interior door, including header, stops and casings. Use 1"x4", #2 grade pine or better.	5.00	EA	_____	_____
9508	INTERIOR DOOR - REPLACE WITH 6 PANEL Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bedroom lockset. PRIME .TO BASEMENT.	1.00	EA	_____	_____
Custom	BASE BOARD INSTALL 1X6 BASEBOARD PERIMETER OF KITCHEN. PRIME.	30.00	LF	_____	_____
Custom	INSTALL CABINETS INSTALL CABINETS AND COUNTER TOP PER ATTACHED DIAGRAM. INCLUDE \$1520 IN BID FOR MATERIAL ALLOWANCE.	1.00	AL	_____	_____

Address: 307 16th Ave HB Unit: Unit 03

Location: 3 Kitchen Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price
Trade: 10 Carpentry

Trade: 17 Drywall & Plaster

5270 DRYWALL--1/2"
Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Wet sand ready for paint. CEILING, INCLUDE PANTRY. 175.00 SF

9198 LAMINATE WITH 3/8" GYPSUM
Hang, tape and three coat finish 3/8" gypsum over surface using screws 8" on center and 1/4" adhesive beads 16" on center. Run gypsum board horizontally. Caulk all penetrations and butt seams at door and window casing and base molding with siliconized acrylic. WALLS IN KITCHEN AND PANTRY. 475.00 SF

Trade: 19 Paint & Wallpaper

Custom SWEAT EQUITY
NEW OWNER RESPONSIBLE FOR ALL PRIMING AND PAINTING. 1.00 AL

Trade: 20 Floor Coverings

6920 UNDERLAY AND VINYL TILE
Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Lay 12"x12"x1/8" vinyl composition tile, color group B as made by Armstrong or Azrock, per manufacturer's recommendations. Square to room axis. Include metal edge strips at openings, and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color. INCLUDE PANTRY. 164.00 SF

Location Total: _____

Location: 4 Bath Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec # Spec Quantity Units Unit Price Total Price

Trade: 10 Carpentry

3827 OAK MED. CABINETS
Install a 6"x22", stained oak, frame medicine cabinet with two shelves. \$125 material allowance. 1.00 EA

9508 INTERIOR DOOR - REPLACE WITH 6 PANEL
Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bathroom lockset. Prime only. 1.00 EA

Location Total: _____

Address: 307 16th Ave HB

Unit: Unit 01

Location: 5- Dining Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
4095	TRIM--CUSTOM INTERIOR INSTALL 4LF OF BASEBOARD TO MATCH.	1.00	AL	_____	_____
Custom	CLOSET DOORS REHANG CLOSET DOORS USING HINGES AND LATCH WHERE THEY MEET.	4.00	EA	_____	_____
Trade: 19 Paint & Wallpaper					
5465	REPR CRACKS/HOLES FOR PAINT Repair all cracks with fiberglass drywall tape and compound. Fill holes with spackle or drywall compound. Feather edges and wet sand. PREP FOR PAINT. INCLUDE 10SF HOLE ON NORTH WALL, PATCH WITH DRYWALL AND BLEND IN.	1.00	RM	_____	_____
Custom	SWEAT EQUITY NEW OWNER RESPONSIBLE FOR PRIMING AND PAINTING OF ALL WALLS AND TRIM. ALSO RESPONSIBLE FOR ALL FLOOR WORK IN THIS ROOM.	1.00	AL	_____	_____

Location Total: _____

Location: 6- Living Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3315	TRIM--DOOR SET 1"x4" Trim both door, including header, stops and casings. Use 1"x4", #2 grade pine or better. FRONT DOOR.	1.00	EA	_____	_____
4100	TRIM CUSTOM INTERIOR TRIM CUSTOM INTERIOR: MISSING BASE BY LANDING TO MATCH.	6.00	LF	_____	_____
Trade: 17 Drywall & Plaster					
5210	DRYWALL--PATCH--LARGE Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint. THIS IS FOR THE CEILING AND MISSING WALL COVERING SE CORNER BY STAIRWELL; INCLUDE PATCHING AROUND ELEC. OUTLET SOUTH WALL.	125.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5465	REPR CRACKS/HOLES FOR PAINT Repair all cracks with fiberglass drywall tape and compound. Fill holes with spackle or drywall compound. Feather edges and	1.00	RM	_____	_____

Address: 307 16th Ave. HB Unit: Unit 01

Location: 6 - Living Room Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 19 Paint & Wallpaper

wet sand. PREP FOR PAINT.

Custom	SWEAT EQUITY NEW OWNER RESPONSIBLE FOR PRIMING AND PAINTING OF ALL TRIM, WALLS, AND CEILING. NEW OWNER ALSO RESPONSIBLE FOR ALL FLOOR WORK.	1.00	AL	_____	_____
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Location Total: _____

Location: 7 - Stairwell/Upper Hall Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 19 Paint & Wallpaper

5465	REPR CRACKS/HOLES FOR PAINT Repair all cracks with fiberglass drywall tape and compound. Fill holes with spackle or drywall compound. Feather edges and wet sand. PREP FOR PAINT.	1.00	RM	_____	_____
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Custom	SWEAT EQUITY ALL PRIMING AND PAINTING IS THE RESPONSIBILITY OF NEW OWNER. ALSO ALL FLOOR WORK IS THE RESPONSIBILITY OF NEW OWNER.	1.00	AL	_____	_____
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Location Total: _____

Location: 8 - South Bedroom Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

9495	INTERIOR DOOR - STABILIZE, PLANE & ADJUST Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Replace stop molding. Re-install door on hinges. THIS ENTRANCE DOOR IS STORED IN CLOSET.	1.00	EA	_____	_____
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Trade: 17 Drywall & Plaster

5270	DRYWALL--1/2" Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. ALL MISSING DRYWALL IN MAIN ROOM AND CLOSET.	600.00	SF	_____	_____
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Trade: 19 Paint & Wallpaper

Custom	SWEAT EQUITY ALL PRIMING, PAINTING, AND FLOOR WORK IS THE RESPONSIBILITY OF THE NEW OWNER.	1.00	AL	_____	_____
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Address: 307 16th Ave, HB Unit: Unit 01

Location: 8 - South Bedroom Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19	Paint & Wallpaper				

Location Total: _____

Location: 9 - West Bedroom Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

9495	INTERIOR DOOR - STABILIZE, PLANE & ADJUST Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Re-install door on hinges.	2.00	EA	_____	_____
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Trade: 17	Drywall & Plaster				
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5270	DRYWALL--1/2" Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Wet sand ready for paint. MISSING DRYWALL IN CLOSET.	100.00	SF	_____	_____
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Trade: 19	Paint & Wallpaper				
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6465	REPR CRACKS/HOLES FOR PAINT Repair all cracks with fiberglass drywall tape and compound. Fill holes with spackle or drywall compound. Feather edges and wet sand. Spot prime all unpainted surfaces with alkyd primer. PREP FOR PAINT.	1.00	RM	_____	_____
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Custom	SWEAT EQUITY ALL PRIMING, PAINTING AND FLOOR WORK ARE THE RESPONSIBILITY OF THE NEW OWNERS.	1.00	AL	_____	_____
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Location Total: _____

Location: 10 - North Bedroom Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

9495	INTERIOR DOOR - STABILIZE, PLANE & ADJUST Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Re-install door on hinges.	2.00	EA	_____	_____
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9508	INTERIOR DOOR - REPLACE WITH 6 PANEL Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bedroom lockset. ENTRANCE DOOR.	1.00	EA	_____	_____
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Custom	BASE BOARDS	50.00	LF	_____	_____
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Address: 307 16th Ave HB Unit: Unit 01

Location: 10 - North Bedroom Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry
INSTALL 1X6 BASE BOARDS PERIMETER OF ROOM.

Trade: 17 Drywall & Plaster

5270	DRYWALL--1/2" Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Wet sand ready for paint. MISSING DRYWALL IN CLOSET.	150.00	SF	_____	_____
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9198	LAMINATE WITH 3/8" GYPSUM Hang, tape and three coat finish 3/8" gypsum over surface using screws 8" on center and 1/4" adhesive beads 16" on center. Run gypsum board horizontally. Caulk all penetrations and butt seams at door and window casing and base molding with siliconized acrylic. Install 3/8" ogee at baseboard. WALL IN MAIN ROOM.	400.00	SF	_____	_____
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Trade: 19 Paint & Wallpaper

Custom	SWEAT EQUITY ALL PRIMING AND PAINTING IS THE RESPONSIBILITY OF THE NEW OWNERS.	1.00	AL	_____	_____
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Trade: 20 Floor Coverings

5970	CARPET AND PAD Install FHA approved, nylon, plush carpet over a 1/2" medium density rebond pad w/ a minimum of seams. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips, and mending tape to cover entire floor including closets. On stairs, fasten carpet and pad at top and bottom of each riser. Carpet and pad material allowance \$20/sy. Owner's choice of in stockcolor and pattern. Remove and reinstall doors as needed for carpet installation. Cut of door bottoms to clear installed carpet by 1/2".	20.00	SY	_____	_____
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Location Total: _____

Location: 11 - Attic Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 16 Conservation

4923	INSULATION--INCREASE TO R-38 Blow in borax treated cellulose or loose lay unfaced fiberglass batts over existing insulation to increase total attic rating to at least R-38. Install baffels as needed to maintain soffit vent air flow. Install rigid containment around attic access. Have electrician inspect attic for knob and tube wiring or other electrical issues and report before insulating. INCLUDE	600.00	SF	_____	_____
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Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 16 Conservation
INSULATED SCUTTLE BOARD.

Location Total: _____

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

5	OWNER'S FINISH SELECTIONS The owner shall select finish, colors, styles & types of materials from pre-mixed, in stock options. The contractor & property owner shall submit to the Agency, a copy of the agreed upon colors, styles and types of materials prior to job start.	1.00	DU	_____	_____
10	OWNER ACCEPTS SCOPE OF WORK The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. X _____ X _____ Applicant Date Applicant Date	1.00	DU	_____	_____
24	MANUFACTURER'S SPECS PREVAIL All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.	1.00	GR	_____	_____
35	VERIFY QUANTITIES/MEASUREMENTS All measurements (i.e SF of Drywall, or those provided w/ drawings) are for the contractor's convenience prior to a mandatory site inspection to verify all dimensions. All quantities (i.e. number of window units) are as stated. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial proposal.	1.00	GR	_____	_____
36	BUILDING PERMIT REQUIRED The contractor is responsible for submitting this owner-prepared work write up to the building department, applying for, paying for and receiving a building permit prior to starting any work.	1.00	EA	_____	_____
78	WORKMANSHIP STANDARDS All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Work to adhere to best practices standards of each particular trade and activity. Workers shall protect all surfaces as long as required to eliminate damage. All work to be in compliance to latest edition of IRC.	1.00	GR	_____	_____
95	CONTINUITY OF SPECIFICATIONS General specifications for a room such as painting apply to	1.00	MO	_____	_____

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
	adjacent closets. Painting or other finish work designated for trim applies to interior doors in that room equivalent.				
140	Warrantee and Manuals Provide owner with copies of all Owner's Manuals and Warranties for any and all work related to the project.	1.00	GR	_____	_____

Location Total: _____

Unit Total for 307 16th Ave. HB , Unit Unit 01: _____

Address Grand Total for 307 16th Ave. HB : _____

Bllder: _____

Council Bill/Resolution No.: 1038-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with G.M. Sipes Construction, Inc. for Motor Fuel Tax Section No. 13-00000-00-GM, 2013 Pavement Patching, in the amount of \$985,985.00.

WHEREAS, bids were publicly read on February 19, 2013; and

WHEREAS, bids were solicited with G.M. Sipes Construction, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with G.M. Sipes Construction, Inc. for Motor Fuel Tax Section No. 13-00000-00-GM, 2013 Pavement Patching, in the amount of \$985,985.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 5, 2012

Date

Passed: March 5, 2013

Approved: March 12, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 1039-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating for Project No. 1160, 2013 Sanitary Sewer Reconstructions, in the amount of \$1,047,155.30.

WHEREAS, bids were publicly read on February 19, 2013; and

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

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Miller Trucking & Excavating for Project No. 1160, 2013 Sanitary Sewer Reconstructions, in the amount of \$1,047,155.30; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 5, 2013

Date

Passed: March 5, 2013

Approved: March 12, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2013, between **MILLER TRUCKING & EXCAVATING** of **3303 JOHN DEERE ROAD, SILVIS, ILLINOIS 61282**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE MILLION FORTY SEVEN THOUSAND ONE HUNDRED FIFTY FIVE AND 30/100 (\$1,047,155.30) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1160, 2013 SANITARY SEWER RECONSTRUCTIONS** as set out in the plans and specifications.

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

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

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

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

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

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

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

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

THOUSAND ONE HUNDRED FIFTY FIVE AND 30/100 (\$1,047,155.30) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1040-2013

Sponsor: _____

A RESOLUTION

APPROVING a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT), Section 13-00000-00-GM, 2013 Pavement Patching.

WHEREAS, a Resolution for Improvement is necessary to use budgeted MFT funds for the 2013 Pavement Patching; and

WHEREAS, sufficient MFT, Water, and WPC funds are budgeted and/or available for said project.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT), Section 13-00000-00-GM, 2013 Pavement Patching; provided, however, that said resolution 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

March 5, 2013

Date

Passed: March 5, 2013

Approved: March 12, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney



BE IT RESOLVED, by the City Council of the City of Moline Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Various Locations

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of pavement patching at various locations within the City limits and shall be constructed wide and be designated as Section

2. That there is hereby appropriated the (additional Yes No) sum of eight hundred thousand Dollars (\$800,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Tracy Koranda Clerk in and for the City of Moline County of Rock Island, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on March 5, 2013 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk

Council Bill/Resolution No. 1041-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the purchase of three (3) Lifepak 15 Monitor/Defibrillators from Physio-Control, Redmond, WA in the amount of \$86,470.47.

WHEREAS, this is a budgeted item; and

WHEREAS, PhysioControl, Redmond, Washington is the sole manufacturer and provider of the Lifepak units; and

WHEREAS, the department seeks to acquire the same model units to maintain continuity for training, maintenance, and repair; and

WHEREAS, the sole source acceptance of this quotation is recommended pursuant to Chapter 27, Sections 27-1102 and 27-3105, of the Moline Code of Ordinances.

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

That the City Council finds it in the best interest of the City of Moline, Illinois to authorize approval of the purchase of three (3) Lifepaks from PhysioControl, Redmond, WA in the amount of \$86,470.47; provided, however, that said quote 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

March 5, 2012
Date

Passed: March 5, 2013

Approved: March 12, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney



Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425.867.4000
TOLL FREE
800.442.1142

www.physio-control.com

December 19, 2012

Deputy Chief Ike Sederstrom
Moline Fire Department
1630 8th Ave.
Moline, IL 61265

Dear Mr. Sederstrom:

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider in your marketplace for:

- New LIFEPAK® devices
- Our factory refurbished line of RELI devices
- LIFENET® Data Management Solutions
- The LUCAS® Chest Compression System
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections, and repairs

Physio-Control does not utilize the services of any authorized resellers in the sale of these products and services in your marketplace.

Best regards,

A handwritten signature in black ink, appearing to read "Mark Watson", written over a horizontal line.

Mark Watson
Associate Contract Analyst
Physio Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To: Ike Sederstrom
 Deputy Fire Chief
 Moline Fire Dept
 1630 8th Ave
 MOLINE, IL 61265
 Phone: (309) 524-2257
 isederstrom@miline.il.us

Quote#: 1-247473356
Rev#: 1
Quote Date: 11/28/2012
Sales Consultant: Ryan From
 800-442-1142 x 72287
FOB: Redmond, WA

Terms: All quotes subject to credit approval and the following terms & conditions

Contract: None

Exp Date: 02/26/2013

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-001256 - LP15 v2 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 21300-008084 (one per order) and SHIP KIT (RC Cable) 41577-0000126INCLUDED. HARD PADDLES, BATTERIES, CARRY CASE NOT INCLUDED.	3	\$33,295.00	\$5,993.10	\$3,500.00	\$23,801.90	\$71,405.70
2	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	14	\$400.00	\$72.00	\$0.00	\$328.00	\$4,592.00
3	11140-000052 - LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER	4	\$175.00	\$31.50	\$0.00	\$143.50	\$574.00
4	11171-000042 - M-LNCS NEO/ADULT ADHESIVE SENSOR,20/BOX,REF 2514 M-LNCS NEO/ADULT ADHESIVE SENSOR,20/BOX,REF 2514	1	\$420.00	\$84.00	\$0.00	\$336.00	\$336.00
5	11171-000049 - RAINBOW DCI ADT REUSABLE SENSOR, REF 2696 RAINBOW DCI ADT REUSABLE SENSOR, REF 2696	3	\$773.00	\$154.60	\$0.00	\$618.40	\$1,855.20
6	11996-000081 - Filterline Set Adult/Pediatric - includes airway adapter Box of 25, Includes airway adapter. FilterLine for short-term intubated patients (24 hours typical).	1	\$280.00	\$50.40	\$0.00	\$229.60	\$229.60
7	11996-000162 - MICROSTREAM SMART CAPNOLINE PLUS ADULT/INTERMEDIATE, BOX OF 25 MICROSTREAM SMART CAPNOLINE PLUS ADULT/INTERMEDIATE, BOX OF 25	1	\$315.00	\$56.70	\$0.00	\$258.30	\$258.30
8	11160-000003 - NIBP CUFF- REUSEABLE,CHILD	3	\$22.00	\$3.96	\$0.00	\$18.04	\$54.12

Quote#: 1-247473356
 Rev#: 1
 Quote Date: 11/28/2012

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
9	11160-000007 - NIBP CUFF- REUSEABLE,LARGE ADULT	3	\$30.00	\$5.40	\$0.00	\$24.60	\$73.80
10	11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches Includes shoulder strap 11577-000001	3	\$268.00	\$48.24	\$0.00	\$219.76	\$659.28
11	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	3	\$48.00	\$8.64	\$0.00	\$39.36	\$118.08
12	11260-000039 - LP15 Rear Pouch for carrying case	3	\$69.00	\$12.42	\$0.00	\$56.58	\$169.74
13	21996-000086 - 3G Gateway- Verizon Requires Verizon data plan to be provided by Physio Control.	3	\$999.00	\$149.85	\$0.00	\$849.15	\$2,547.45
14	99428-000305 - MULTITECH GATEWAY DATA PLAN - VERIZON, US 1YR	3	\$199.00	\$0.00	\$0.00	\$199.00	\$597.00
15	99428-000294 - LIFENET CONNECT - CODE- STAT LIFENET CONNECT - CODE-STAT	1	\$129.00	\$25.80	\$0.00	\$103.20	\$103.20
16	99428-000248 - LIFENET ASSET - 3YR, PER DEVICE LIFENET ASSET - 3YR, PER DEVICE	3	\$147.00	\$29.40	\$0.00	\$117.60	\$352.80
17	21340-000806 - EMS DATA REVIEW SW	1	\$2,250.00	\$450.00	\$0.00	\$1,800.00	\$1,800.00
18	21340-000807 - CODE-STAT Client Software Version 9.0.1 for EMS	1	\$699.00	\$139.80	\$0.00	\$559.20	\$559.20

SUB TOTAL \$86,285.47
 ESTIMATED TAX \$0.00
 ESTIMATED SHIPPING & HANDLING \$185.00
GRAND TOTAL \$86,470.47

Trade-in Detail

Product	Qty	Unit Value	Total Value
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Pricing Summary Totals

List Price:	\$117,943.00
Trade-ins:	- \$10,500.00
Cash Discounts:	- \$21,157.53
Tax + S&H:	+ \$185.00

GRAND TOTAL FOR THIS QUOTE \$86,470.47

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)
NAME
TITLE
DATE

Ref. Code: JS/02185901/1-43C7MX

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

LP12 SN 30765832, 30765623, 30758801

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.