



MOLINE CITY COUNCIL AGENDA

Tuesday, April 3, 2012

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.

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of March 27, 2012.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3010-2012

An Ordinance amending Chapter 15, "GARBAGE AND TRASH," of the Moline Code of Ordinances, Section 15-2101, "AUTOMATED TIPPER CARTS," by repealing subsection "(a)" in its entirety and enacting in lieu thereof one new subsection "(a)" relating to the same subject matter.

EXPLANATION: Per Section 15-2101(a) of the Moline Code of Ordinances, the City provides one automated tipper cart at no cost to each Moline residence and to each unit of a residential building consisting of five dwelling units or less. A second and/or additional cart may be requested by the property owner or occupant of the residence and will be provided by the City upon prepayment of a \$46.00 fee per cart. The cost to the City for each cart has recently increased from \$46.00 to \$63.60, a difference of \$17.60 per cart. To avoid a revenue loss due to the increase, the City wishes to amend its ordinance to reflect the increased cost.

FISCAL IMPACT: Recover total costs of additional carts to residents.

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Special Ordinance 4013-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Bi-State Motorcycle Awareness Ride scheduled for Saturday, May 5, 2012.

EXPLANATION: This is a yearly event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

3. Council Bill/Resolution 1157-2012

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Quad Cities Classic scheduled for Sunday, May 13, 2012.

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

EXPLANATION: This is an annual event sponsored by Cornbelt Running Club. Fourth and Fifth Avenue are state routes. Therefore, local approval of usage is necessary before permission can be sought from the Illinois Department of Transportation.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

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

4. Council Bill/General Ordinance 3011-2012

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 3 thereof, “PEDESTRIAN CROSSING SIGNALS,” by including Midblock on River Drive 450 feet west of the 34th Street intersection.

EXPLANATION: Staff has proposed walkway across River Drive in front of Western Illinois University Quad Cities campus. Due to the number of students using the parking lot across the street, it is advised in the interest of safety to install signage and pavement markings for this pedestrian crosswalk.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Special Ordinance 4015-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Quad Cities Distance Classic scheduled for Sunday, May 13, 2012.

EXPLANATION: This is a yearly event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Special Ordinance 4016-2012

A Special Ordinance authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 4005 26th Street to Moline Community Development Corporation, an Illinois Not-For-Profit Corporation.

EXPLANATION: As a result of City Council goal setting, the Moline Community Development Corporation (MCDC) was created in 2008. Part of MCDC’s mission is to provide quality housing for low to moderate income families and to foster neighborhood improvement. The City recently took possession of an abandoned, single-family home at 4005 26th Street by a Judicial Deed in an abandonment proceeding, said property being blighted and a nuisance for several years. To provide momentum to MCDC’s efforts, MCDC is interested in rehabilitating the single-family home on the lot and selling it to a qualified family. MCDC has offered to purchase the 4005 26th Street for \$1.00. The rehabilitation and sale of the single-family home at this location will restore the blighted property and increase the property tax base in the future.

FISCAL IMPACT: Lower property maintenance expenses and increase the property tax base in the future.

PUBLIC NOTICE/RECORDING: Quit Claim Deed to be recorded.

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

City Council and Committee Meetings Schedule April 2 - 6, 2012

(dates and times are subject to change with notification)

The next regularly scheduled City Council meeting will be April 10, 2012.

COMMITTEE	DAY	DATE	TIME	LOCATION
Citizens Advisory Council on Urban Policy	Monday	April 2	Cancelled	Cancelled
Library Board – Executive Committee	Tuesday	April 3	Cancelled	Cancelled
Traffic Committee	Tuesday	April 3	1:30 p.m.	Public Works Building Conference Room 3635 4 th Avenue
Committee-of-the-Whole with City Council immediately following	Tuesday	April 3	6:30 p.m.	City Hall Council Chambers - 2nd Floor 619 16th Street
Park Board – Special Meeting	Wednesday	April 4	10:00 a.m.	Public Works Building Conference Room 3635 4 th Avenue

Any person with disabilities who wishes to attend the meeting who requires a special accommodation in attending the meeting, should notify the City Administrator's Office, 524-2003, at least 24 hours prior to the scheduled meeting.

AN ORDINANCE

AMENDING Chapter 15, "GARBAGE AND TRASH," of the Moline Code of Ordinances, Section 15-2101, "AUTOMATED TIPPER CARTS," by repealing subsection (a) in its entirety and enacting in lieu thereof one new subsection (a) relating to the same subject matter.

WHEREAS, per Section 15-2101(a) of the Moline Code of Ordinances, the City provides one automated tipper cart at no cost to each Moline residence and to each unit of a residential building consisting of five dwelling units or less; and

WHEREAS, a second and/or additional cart may be requested by the property owner or occupant of the residence and will be provided by the City upon prepayment of a \$46.00 fee per cart; and

WHEREAS, the cost to the City for each cart has recently increased from \$46.00 to \$63.60, a difference of \$17.60 per cart; and

WHEREAS, to avoid a revenue loss due to the increase, the City wishes to amend its ordinance to reflect the increased cost.

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

Section 1 – That Chapter 15, "GARBAGE AND TRASH," of the Moline Code of Ordinances, Section 15-2101, "AUTOMATED TIPPER CARTS," is hereby amended by repealing subsection (a) in its entirety and enacting in lieu thereof one new subsection (a) relating to the same subject matter, which shall read as follows:

"SEC. 15-2101. AUTOMATED TIPPER CARTS.

- (a) The City will provide, at no charge, one (1) ninety-six (96) gallon automated tipper cart to each residence and one (1) ninety-six (96) gallon automated tipper cart per unit to each residential building of five (5) dwelling units or less. The property owner or occupant of the residence, or the owner of a residential building of five (5) dwelling units or less, may request a forty-eight (48) gallon cart in lieu of the ninety-six (96) gallon cart by completing a waiver for same at the City's accounts and finance department, library, or public works department. A second and/or additional cart may be requested and will be provided by the City upon payment to the City of a prepaid fee of sixty-three dollars and 60/100 (\$63.60); an annual administrative fee of forty dollars (\$40.00) will be charged to cover the extra volume of any additional cart and will be added to the property owner's or occupant's sewer and water bill. In special circumstances, two (2) forty-eight (48) gallon carts may be substituted for a single ninety-six (96) gallon cart upon request and when the director of public works or said director's designee, in said director's or designee's sole discretion, determines that it is in the best interest of the City to do so."

* * * * *

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 4013-2010

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Bi-State Motorcycle Awareness Ride scheduled for Saturday, May 1, 2010.

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

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

Saturday, May 1, 2010, from 1:30 p.m. to 4:00 p.m.

4th Avenue westbound from the easternmost side of 55th Street to the westernmost side of 1st Street.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

Law Director

Council Bill/Resolution No.: 1157-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Quad Cities Classic scheduled for Sunday, May 3, 2012.

WHEREAS, Cornbelt Running Club is sponsoring a road race included in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require temporary lane closure of 5th Avenue (Illinois 92) from 1st Street to 4th Street, 5th Avenue (Illinois 92) from 4th to 10th Street (one lane), and 4th Avenue from 10th Street to 1st Street (one lane);

WHEREAS, Section 4-408 of the Illinois Highway Code authorized the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to temporarily close 5th Avenue (Illinois 92) from 1st Street to 4th Street, 5th Avenue (Illinois 92) from 4th to 10th Street (one lane), and 4th Avenue from 10th Street to 1st Street (one lane) be and it is hereby requested of the State.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 7:30 a.m. to 9:00 a.m. on Sunday, May 13, 2012.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a road race.

BE IT FURTHER RESOLVED that temporary lane closure of 5th Avenue (Illinois 92) from 1st Street to 4th Street, 5th Avenue (Illinois 92) from 4th to 10th Street (one lane), and 4th Avenue from 10th Street to 1st Street (one lane) be and it is hereby requested of the State.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed from the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline shall provide comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agent as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

Mayor

April 3, 2012

Date

Passed: April 3, 2012

Approved: April 10, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/General Ordinance No.: 3011-2012
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 3 thereof, "PEDESTRIAN CROSSING SIGNALS," by including Midblock on River Drive 450 feet west of the 34th Street intersection.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 3 thereof, "PEDESTRIAN CROSSING SIGNALS," by including Midblock on River Drive 450 feet west of the 34th Street intersection.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No.: 4015-2012

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING use of public right-of-way in conjunction with the Quad Cities Distance Classic scheduled for Sunday, May 13, 2012.

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

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

Sunday, May 13, 2012

7:30 a.m. to 9:00 a.m. – Half Marathon

5th Avenue from 1st Street to 4th Street
4th Street from 5th Avenue to 16th Avenue
16th Avenue from 4th Street to 1st Street

7:30 a.m. to 9:00 a.m. – 5K Run

5th Avenue – 4th Street to 10th Street, southernmost eastbound lane
10th Street - 5th Avenue to 4th Avenue, two northbound lanes
4th Avenue – 10th Street to 1st Street, southernmost westbound lane.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/ Ordinance No. 4016-2012

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 4005 26th Street to Moline Community Development Corporation, an Illinois Not-For-Profit Corporation.

WHEREAS, as a result of City Council goal setting, the Moline Community Development Corporation (MCDC) was created in 2008; and

WHEREAS, part of MCDC's mission is to provide quality housing for low to moderate income families and to foster neighborhood improvement; and

WHEREAS, the City recently took possession of an abandoned, single-family home at 4005 26th Street by a Judicial Deed in an abandonment proceeding, said property being blighted and a nuisance for several years; and

WHEREAS, to provide momentum to MCDC's efforts, MCDC is interested in rehabilitating the single-family home on the lot and selling it to a qualified family; and

WHEREAS, MCDC has offered to purchase the 4005 26th Street for \$1.00; and

WHEREAS, the rehabilitation and sale of the single-family home at this location will restore the blighted property and increase the property tax base in the future.

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

Section 1 -- That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 4005 26th Street, Moline, Illinois, with Moline Community Development Corporation, an Illinois Not-For-Profit Corporation, and do all things necessary to convey said property to MCDC in return for payment of \$1.00, 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 2 -- That this ordinance shall be in full force and effect from and after passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

EXHIBIT A

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between, **MOLINE COMMUNITY DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation (hereinafter "**Buyer**"), located in Moline, Illinois, and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Seller**"), located at 4005 26th Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 4005 26th Street, Moline, Illinois;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Sec. 1. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of **One and No/100ths Dollars (\$1.00)** (hereinafter "**Purchase Price**") payable to Seller at time of closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before **the 20th day of April, 2012**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Buyer shall take possession of the property at closing.

Sec. 3. CONVEYANCE OF PROPERTY

(a) Form of Deed. At Closing, Seller shall deliver a special Quit Claim Deed ("**Deed**") in the name of the Buyer to Buyer conveying Seller's interests and title together with such other documents that may be required to record the deed and transfer personal property.

Said Deed shall be conveyed in an "as is, where is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such conveyance subject to such condition shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
2. All easements of record; and
3. Matters that would be revealed by an ALTA survey of the Property.

(b) Proration of Taxes and Adjustments. There shall be no proration of taxes as the Property is currently tax exempt; and there are no leases for the subject property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. Buyer shall pay:

1. Recording fees for deed and mortgages, if any;
2. Cost of Buyer's abstracting or mortgage title insurance policy, if necessary.

Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.

(d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).

(e) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

Sec. 4. PROPERTY CONDITION

Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property.

Sec. 5. ENTIRE AGREEMENT

This Agreement and its Exhibits contain the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

Sec. 6. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

Sec. 7. SEVERABILITY

Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all parties, their respective heirs and assigns, as to such remaining terms.

Sec. 8. ASSURANCE OF FURTHER ACTION

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such Recordable Memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

Sec. 9. ACCEPTANCE

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase on the terms stated above. Buyer's offer to buy herein shall be irrevocable to and including April 17th, 2012. If not so approved by the Seller, through its City Council, by April 17th, 2012, this offer and Agreement shall be void.

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

IN WITNESS WHEREOF, **Moline Community Development Corporation**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this _____ day of _____, 2012.

By: _____
Name: _____
Its: _____

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

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the Moline Community Development Corporation, executing the within and foregoing instrument to which this is attached; that said instrument was signed and delivered as the free and voluntary act of said corporation, and caused the corporate seal of the said corporation to be affixed thereto, pursuant to authority give by the Board of Directors of said Corporation as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth

(seal)

NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Donald P. Welvaert, its Mayor, this _____ day of _____, 2012.

City of Moline (Seller)

Attest:

Donald P. Welvaert, Mayor

Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND) ss:

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared DONALD P. WELVAERT and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

Prepared by:

Amy L. Keys
Deputy City Attorney
City of Moline
619 16th Street
Moline, IL 61265
Phone: (309) 524-2021
Fax: (309) 524-2020

SCHEDULE A

THE SOUTH HALF (1/2) OF LOT NUMBER FORTY-FOUR (44) AND ALL OF LOT NUMBER FORTY-FIVE (45) IN BRIDGEWAY, AN ADDITION TO THE CITY OF MOLINE, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR ROCK ISLAND COUNTY, ILLINOIS, IN BOOK 22 OF PLATS ON PAGE 34 THEREOF, SITUATED IN THE COUNTY OF ROCK ISLAND, IN THE STATE OF ILLINOIS.