

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, April 15, 2014

Questions on the Agenda

Agenda Items

- 1. Sale of Real Estate.** (Chris Mathias, Property Management Coordinator)
- 2. Amendment to the Moline Code of Ordinances.** (Shawn Christ, Land Development Manager)
- 3. A Special Ordinance declaring surplus property.** (Amy Keys, Deputy City Attorney)
- 4. Residential Streets Program Funding Strategy.** (Scott Hinton, City Engineer & Kathy Carr, Finance Director)
- 5. A Letter of Understanding for John Deere Road Widening Project.** (Scott Hinton, City Engineer)
- 6. An Agreement with the IDOT for I-74.** (Scott Hinton, City Engineer)
- 7. City's Share of I-74 Advanced Work.** (Scott Hinton, City Engineer)
- 8. Approval of the IDOT's Plans and Specifications.** (Scott Hinton, City Engineer)
- 9. Updates to the City's official Comprehensive Plan.** (Jeff Anderson, City Planner)
- 10. Other**

Explanation

1. A Sale of Real Estate: 335 4th Avenue & 518 4th Avenue, Moline. (Chris Mathias, Property Management Coordinator)

Explanation: These two lots were acquired by the City due to Code compliance issues. Staff has been approached by Habitat for Humanity-Quad Cities who is looking to acquire the vacant lots to build single-family homes. Pursuant to the terms of attached Agreement for Sale of Real Estate, the City would donate the lots to Habitat for free, and Habitat would immediately begin maintaining the lots once they take possession.

Staff Recommendation: Approval
Fiscal Impact: Reduced maintenance costs for the City, future tax revenue with new homes.
Public Notice/Recording: Deed and associated documents to be recorded at closing.
Goals Impacted: A Great Place to Live

2. Amendment to Chapter 35, “Zoning and Land Development,” of the Moline Code of Ordinances – Noise Standards. (Shawn Christ, Land Development Manager)

Explanation: Staff and Plan Commission have determined Moline’s noise performance standards are outdated based upon 1950s equipment and obsolete national standards and cannot be administered using modern sound instruments. The attached technical review from Jon Mooney, an acoustical engineer with KJWW Engineering Consultants, recommends a Code update to reference current specifications.

The Plan Commission researched and discussed this issue at its February 12 and February 26, 2014 meetings. The Commission recommends the current standards be repealed and replaced with a reference to the State of Illinois noise standards and specific local exemptions.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Public hearing notice published January 25, 2014.
Goals Impacted: A Great Place to Live; Strong Local Economy

3. A Special Ordinance declaring the property at 433 19th 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 433 19th Avenue, Moline, to Darrell K. McColl. (Amy Keys, Deputy City Attorney)

Explanation: The City acquired the property at 433 19th Avenue as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property. The City published a request for proposals for the purchase and rehabilitation of 433 19th Avenue on March 6, 2014, and Darrell K. McColl (“McColl”) submitted the proposal most advantageous to the City. McColl has offered to purchase 433 19th Avenue for \$5,695.00 and promises to complete interior and exterior repair and restoration of the building on said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than February 28, 2015. 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 2009, 2010, 2011 and 2012 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 2013 payable in 2014 have been deemed exempt. McColl will be responsible for paying his pro-rated share of the 2014 taxes from the date of closing until December 31, 2014, and all future taxes thereafter.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Law Department to Record Quit Claim Deed
Goals Impacted: A Great Place to Live

4. Residential Streets Program Funding Strategy. (Scott Hinton, Public Works & Kathy Carr, Finance Director)

Explanation: The current Moline City Council High Priorities were determined at the Strategic Planning Session in May 2013. The high priority is to identify and secure new revenues to support additional street projects. A review of the current funding and a list of alternatives are being provided for consideration.

Staff Recommendation: Seeking Direction
Fiscal Impact: To be determined
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Strong Local Economy; Improved City Infrastructure

5. Approval of a Letter of Understanding with the Illinois Department of Transportation Related to the John Deere Road Widening Project. (Scott Hinton, Public Works)

Explanation: In May of 2013, the City of Moline and the Illinois Department of Transportation (IDOT) entered into a Jurisdictional Transfer Agreement which defined responsibilities, cost sharing amounts, jurisdiction, and future maintenance responsibilities for both John Deere Road and the local streets constructed and improved as part of the John Deere Road widening project. Since that time, a retaining wall was added to the project along the north side of Coal Town Road at 38th Street. This Letter of Understanding adds maintenance, jurisdiction, and ownership of the retaining wall to the City of Moline.

Staff Recommendation: Approval
Fiscal Impact: There is no Fiscal Impact at this time. Funds will be required in the future for maintenance and/or replacement of the retaining wall.
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities

6. Approval of an Agreement with the Illinois Department of Transportation Related to the I-74 Bridge Advance Work Project on River Drive. (Scott Hinton, Public Works)

Explanation: The Illinois Department of Transportation (IDOT) will contract to replace the River Drive pavement from 19th to 23rd Streets from September to December of 2014. Water and sanitary sewer replacement work and new street light installation for the City of Moline will be included in IDOT's contract. This agreement defines responsibilities, establishes cost sharing amounts, and all future maintenance responsibilities between IDOT and the City of Moline. Moline's share of the \$8.4 million project is estimated to be \$1,171,035.00.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as follows:

| ACCOUNT | BUDGETED | |
|-------------|------------|----------------|
| Utility Tax | 280,000.00 | 510-9965-438.0 |
| Water | 300,000.00 | 310-1716-434.0 |
| WPC | 900,000.00 | 320-1840-433.0 |
| Storm | | 330-1971-433.0 |

\$1,480,000.00

Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities

7. Approval of a Resolution Related to Funding the City of Moline's Share of the Illinois Department of Transportation's Advance I-74 Work on River Drive. (Scott Hinton, Public Works)

Explanation: The Illinois Department of Transportation (IDOT) requires this Resolution to ensure that

the City of Moline appropriates the funds necessary to reimburse IDOT for Moline’s share of the project. Moline’s share of the \$8.4 million project is estimated to be \$1,171,035.00. Said funds are budgeted in the 2014 CIP.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as follows:

| ACCOUNT | BUDGETED | |
|-------------|------------|----------------|
| Utility Tax | 280,000.00 | 510-9965-438.0 |
| Water | 300,000.00 | 310-1716-434.0 |
| WPC | 900,000.00 | 320-1840-433.0 |
| Storm | | 330-1971-433.0 |

\$1,480,000.00

Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; Improved City Infrastructure & Facilities

8. Approval of a Resolution Approving the Illinois Department of Transportation’s Plans and Specifications for the Advance I-74 Work on River Drive. (Scott Hinton, Public Works)

Explanation: Since IDOT’s advance I-74 work will take place on River Drive which is under the City of Moline’s jurisdiction, the Illinois Department of Transportation (IDOT) requires that the City of Moline pass a Resolution formally approving IDOT’s plans and specifications for the work.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; Improved City Infrastructure & Facilities

9. Updates to the Moline Centre, Floreciente Neighborhood, and Edgewater Neighborhood elements of the City’s official Comprehensive Plan. (Jeff Anderson, City Planner)

Explanation: The City of Moline was awarded \$100,000.00 in grant funding by the Illinois Department of Commerce and Opportunity (DCEO) to update the Moline Centre, Floreciente Neighborhood, and Edgewater Neighborhood elements of the City’s official Comprehensive Plan. The primary objective for updating these plans is to provide a compelling vision and realistic guidance for the continued revitalization and transformation of Moline’s central business district and its adjacent riverfront neighborhoods. A multidisciplinary planning team lead by the Lakota Group (Chicago, IL) was engaged to update the plans. Project coordination has been a joint effort between the City of Moline and Renew Moline. The planning process included an inventory and analysis of existing conditions, an economic market study, stakeholder interviews, and community workshops as a means for developing the plan vision, development concepts, and implementation strategies. On April 9, 2014, the Moline Project Management Team (PMT) unanimously recommended that the City Council adopt the Plan. Additionally, at its April 9 meeting, the Plan Commission held a public hearing for the purpose of reviewing and collecting comment on the Plan and unanimously approved a motion recommending that the City Council adopt the Plan as an amendment to the City’s official Comprehensive Plan. As part of its motion, the Plan Commission emphasized the need for further study of the transportation and development-related issues associated with River Drive and Illinois 92. A copy of the draft Plan is attached for Council’s review and consideration. This item will also appear under items not on consent for the formal Council Agenda for April 15, 2014. Per the City’s grant agreement with DCEO, the City is obliged to provide a council bill to the state by April 30 demonstrating that the plan was adopted by the City. The project timeline was compressed to the extent possible in order to complete the project scope by April 30. In order to accommodate two readings of the Council Bill at City Council, it is requested that the first reading occur on the same date as Committee-of-the Whole.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; A Great Place to Live

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between, **HABITAT FOR HUMANITY-QUAD CITIES**, an Iowa domestic non-profit corporation (hereinafter “**Buyer**”), located in Davenport, Iowa, and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter “**Seller**”), located at 619 16th 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 518 4th Avenue, Moline, Illinois, and 335 4th Avenue, 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 31st day of May, 2014**, 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 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 May 31, 2014. If not so approved by the Seller, through its City Council, by May 6, 2014, 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, **Habitat for Humanity-Quad Cities**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this _____ day of _____, 2014.

By: _____
Name: _____
Its: _____

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

On this _____ day of _____, 2014, 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/she is the _____ of Habitat for Humanity-Quad Cities, 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/her 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 Scott Raes, its Mayor, this _____ day of _____, 2014.

City of Moline (Seller)

Attest:

Scott Raes, 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 _____, 2014, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES 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

LOT NUMBER THREE (3) IN BLOCK NUMBER EIGHT (8) IN WEST MOLINE, AN ADDITION IN THE CITY OF MOLINE, SITUATED IN ROCK ISLAND COUNTY, ILLINOIS;

Commonly known as: 518 4th Avenue, Moline, Illinois 61265; Parcel No. 08-1027;

and

THE EAST 31 FEET OF LOT 13 AND THE WEST 20 FEET OF LOT 14 IN BLOCK 1 IN THAT PART OF THE CITY OF MOLINE KNOWN AS AND CALLED JOHN DEERE'S ADDITION TO SAID CITY; SITUATED IN ROCK ISLAND COUNTY, ILLINOIS;

Commonly known as: 335 4th Avenue, Moline, Illinois 61265; Parcel No. 08-2493.

December 16, 2013

Mr. Shawn M. Christ, AICP, CFM
Land Development Manager, Zoning Administrator
City of Moline Planning & Development
619 16th Street
Moline, Illinois 61265

Subject: Technical Review of Moline's Noise Code
KJWW #13.0860.00

Dear Shawn,

I have completed a technical review of Moline's Noise Code. These are my findings and recommendations.

Following is Section 35-5409 of the City of Moline's zoning code:

SEC. 35-5409. NOISE.

(a) The requirements of this section shall apply in all zoning districts.

(b) The sound pressure level, to be measured as described in subsection (d), below, shall not exceed the following decibel levels in the designated octave bands within the designated zoning districts:

| <i>Sound Level, In Decibels</i> | <i>Agriculture, Business, and Industrial Districts</i> | <i>Office Conservation and Residential Districts</i> |
|---------------------------------|--|--|
| <i>Octave Band,</i> | | |
| <i>Cycles Per Second</i> | | |
| <i>0 to 75</i> | <i>73</i> | <i>58</i> |
| <i>76 to 150</i> | <i>69</i> | <i>54</i> |
| <i>151 to 300</i> | <i>65</i> | <i>50</i> |
| <i>301 to 600</i> | <i>61</i> | <i>46</i> |
| <i>601 to 1,200</i> | <i>55</i> | <i>40</i> |
| <i>1,201 to 2,400</i> | <i>48</i> | <i>33</i> |
| <i>2,400 to 4,800</i> | <i>41</i> | <i>26</i> |
| <i>Over 4,800</i> | <i>35</i> | <i>20</i> |

(c) Objectionable sounds of an intermittent nature which are not easily measured shall be controlled so as not to become a nuisance to adjacent uses.

(d) The sound levels shall be measured with a sound level meter and associated octave band filter as prescribed by the American Standards Association.

Technical Interpretation of the Code

This code appears to be from the 1950's or early 1960's. It references the American Standards Association which became the American National Standards Institute (ANSI) in 1969. The quality of instrument is not specified.

KJWW recommends updating the code to reference the latest version of ANSI Standard S1.4 Specification for Sound Level Meters and specify a Type 1 or Type 2 grade instrument.

The octave band frequencies listed in the code were used until about 1960 (Crocker and Price, p143) and were officially replaced by a 1000 Hz based octave band filter system with the adoption of Standard S1.11 in 1966. The 0 to 75 cycle per second (Hertz, Hz) octave band would have been measured with a 20 to 75 Hz low pass filter and there would have been no capability for measurements below 20 Hz. The Over 4800 cycle per second octave band would have been measured with a 4800 to 10,000 Hz high pass filter and there would have been no capability allowing measurements above 10,000 Hz.

KJWW recommends updating the noise code to the newer standard octave bands.

Paragraph (b) calls for measurement of "*sound pressure level...in the designated octave bands*" which is interpreted to mean the un-weighted octave band sound pressure level. The use of the term "sound pressure level" instead of "sound level" is further indication that the measurements are to be un-weighted (i.e., "linear" or "LIN" selected instead of "A," "B," or "C" filtered).

KJWW recommends updating the code to call for un-weighted octave band sound pressure level measurements.

Paragraph (b) also uses the phrase "*shall not exceed.*" Sound meters in the 1950's did not have the capability to register maximum levels. The normal meter procedure was to watch the needle of the indicator dial for a few moments and to visually estimate the average position of the needle during the test. This type of measurement is best estimated by an L50 (i.e. level exceeded 50% of the time) setting on a modern meter.

KJWW recommends updating the code to call for an L50 measurement.

No integration time is noted in the code; therefore, the standard 125 ms or "fast" integration time would have been assumed (Beranek, p802).

KJWW recommends updating the code to specify a 125 ms or fast integration time.

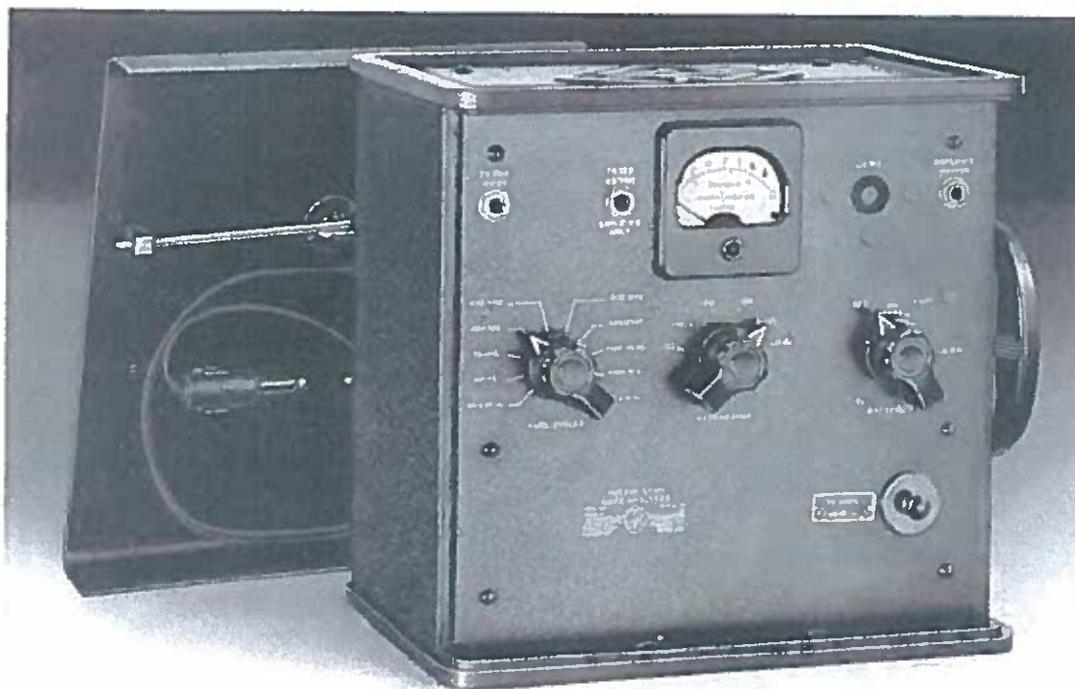
There is no measurement position specifically mentioned in the code; therefore it would have been assumed the measurement was to be taken at the property line of the noise source.

KJWW recommends updating the noise code to specify measurements to be taken at the property line of the noise source.

Therefore, it appears this code was intended to be enforced using measurements from a circa 1955, eight band, sound pressure level meter, with the "linear" filter and "fast" integration time selected. A typical instrument of that decade which could be used to enforce this noise code is the General Radio (GenRad or IET Labs), Type 1550-A, Octave Band Noise Analyzer (General Radio Company, 1951). There are no instruments built today which can be used to directly measure and enforce the octave band sound pressure levels within this code.

KJWW recommends updating the noise code with the conversion of the octave band level values from the old octave band system to the newer octave band system.

Figure 1. View of the Type 1550-A Octave-Band Noise Analyzer with cover removed to show panel.



Conversion of the Noise Code for use with Modern Test Equipment

Modern octave band sound pressure level meters provide measurements using the new octave system whose bands are shifted higher in frequency from those in the old system. Because of this frequency shift, converting sound levels from the old system to the new system is dependent on the slope of noise versus frequency being measured. Allowing for noise having slopes of +/- 6 dB per octave, Moline's noise code translates to the following table. Noise sources exceeding these translated octave band sound pressure limits would have exceeded the old octave band limits.

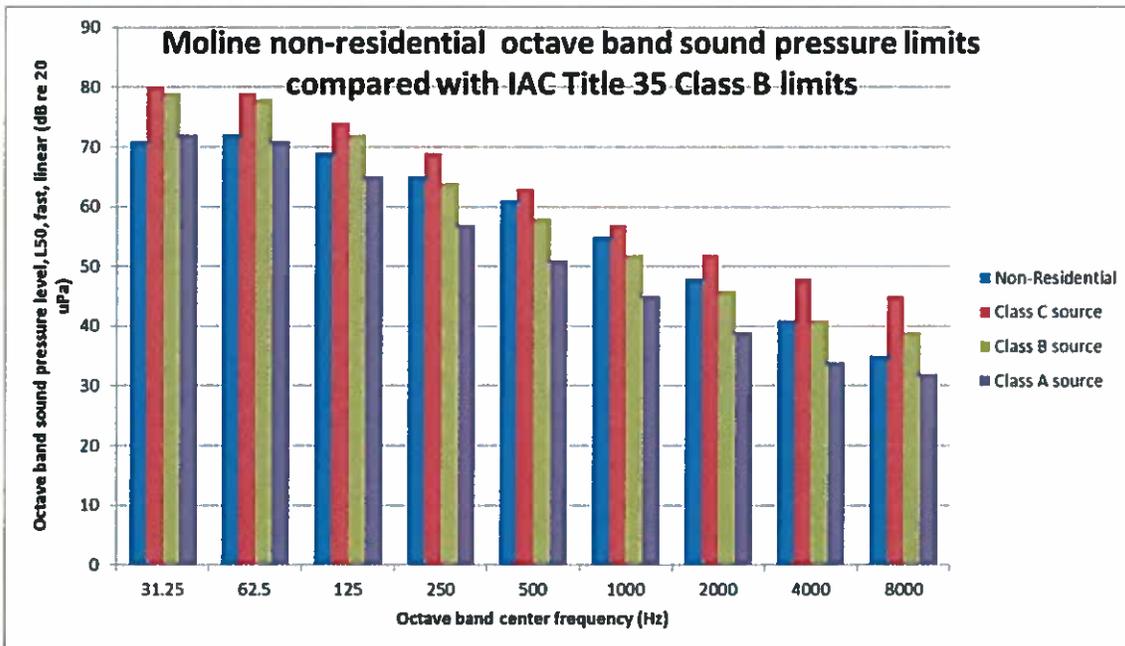
KJWW recommends updating the noise code with the following table:

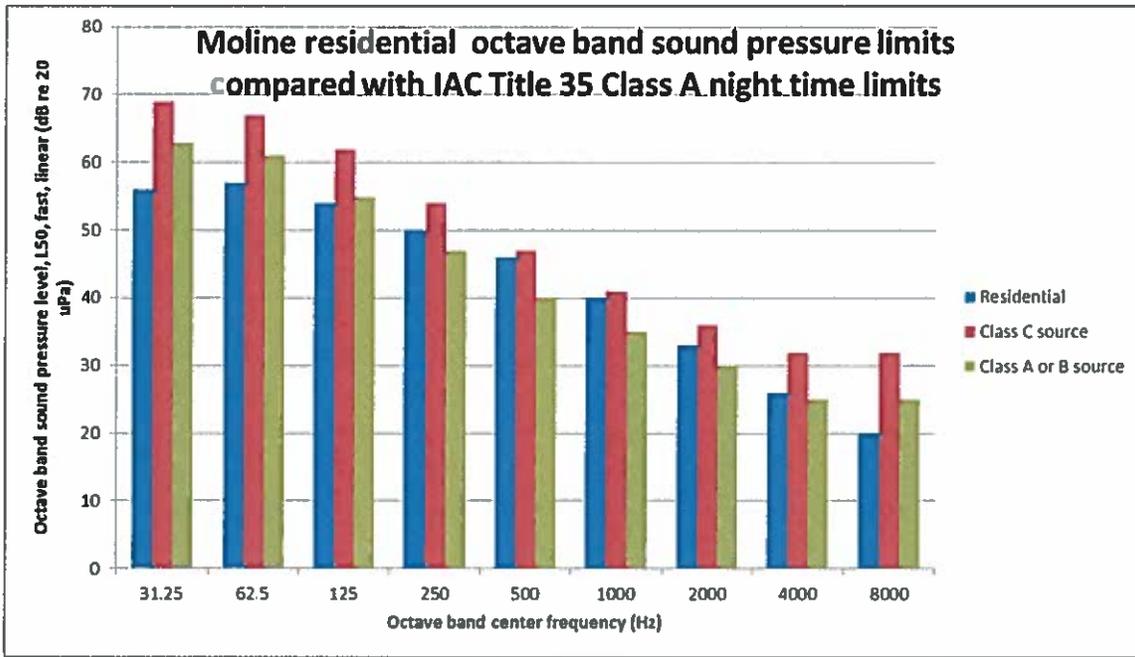
Octave Band Sound Pressure Level, (dB re 20 uPa, L50, linear, fast)

| Octave Band Center Frequency (Hz) | Agriculture, Business, and Industrial Districts | Office Conservation and Residential Districts |
|--|--|--|
| 31.25 | 71 | 56 |
| 62.5 | 73 | 58 |
| 125 | 69 | 54 |
| 250 | 67 | 52 |
| 500 | 61 | 46 |
| 1000 | 55 | 40 |
| 2000 | 48 | 33 |
| 4000 | 41 | 26 |
| 8000 | 35 | 20 |

Comparison of Converted Octave Band Sound Pressure Levels with Illinois Administrative Code

The following two figures compare Moline’s converted octave band sound pressure level limits with IAC Title 35. Moline’s code tends to follow state Class A levels toward the low and high frequency bands and state Class C levels near the center bands.





Please call or email with questions or to discuss this interpretation and recommendations. I will be glad to attend a Planning Commission meeting to discuss this further.

Sincerely,

Jon W. Mooney, PE
 Senior Engineer
 mooneyjw@kjww.com

JWM/jlm

[http://portal/Projects/13.0860.00/Correspondence/ltr.20131216.jonmoo.tech review of noise code with recommendations.docx](http://portal/Projects/13.0860.00/Correspondence/ltr.20131216.jonmoo.tech%20review%20of%20noise%20code%20with%20recommendations.docx)

References

Beranek, *Acoustical Measurements*, American Institute of Physics, NY, 1988

Crocker and Price, *Noise and Noise Control Engineering*, CRC Press, Cleveland, 1975

General Radio Company, *The General Radio Experimenter*, Volume XXVI No. 4, September, 1951

Illinois Administrative Code, TITLE 35: ENVIRONMENTAL PROTECTION, SUBTITLE H: NOISE, CHAPTER I: POLLUTION CONTROL BOARD, PART 901, SOUND EMISSION STANDARDS AND LIMITATIONS FOR PROPERTY LINE-NOISE-SOURCES



AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION
SELLER

DARRELL K. MCCOLL
PURCHASER

Address: 619 16th Street
Moline, IL 61265

Address: 2505 46th Street
Moline, IL 61265

Telephone: (309) 524-2012

Telephone: (309) 781-8084

THIS AGREEMENT IS DATED _____.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 433 19th Avenue, Moline, Illinois (Parcel Number 08-2389), consisting of 5,000 square feet, more or less, legally described as:

THE EAST 40 FEET OF THE WEST 80 FEET OF LOT 20, DAEBELLIEHN'S
SUBDIVISION, SITUATED IN THE CITY OF MOLINE, ROCK ISLAND
COUNTY, ILLINOIS.

Hereinafter referred to as the "Property," for the total sum of FIVE THOUSAND, SIX HUNDRED NINETY-FIVE and No/100 DOLLARS (\$5,695.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 433 19th Avenue. **The deadline to complete all renovations is November 30, 2014.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond February 28, 2015, 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 May 13, 2014, to allow Seller's City Council to consider and approve this Agreement at its May 6, 2014 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 Five Thousand, Six Hundred Ninety-Five and No/100 Dollars (\$5,695.00). Of the 2014 taxes payable in 2015, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2014, 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:

Remove and replace roof on house and garage; remove debris from house and garage; remove damaged ceilings, walls and floors; replace service-upgrade to 200 amp service; install ½ bath on first floor; remove closet (pantry); remove and replace furnace to 90 plus; bring wiring and plumbing to Code and re-vent; insulate, drywall, plaster, paint, trim; install new kitchen cabinets and trim out; haul away all debris; repair garage-new overhead and service doors; and new windows and siding.

In addition, the long term leaks in the roof at this particular property have caused damage and moisture buildup in the structures. Therefore, the City will require the following items to be completed before any other work is performed on the house and garage:

- 1) Tear off defective roof sheathing, resheath and install roofing material. Seal any and all penetration.
- 2) Remove all trees, shrubs, etc., that touch structure or impair air movement in or around the structures (if any).
- 3) Remove and haul away any and all loose debris in and around structures.
- 4) Tear out and haul away all material inside house and garage, except the structural members; including but not limited to drywall, floor, subfloor and insulation.
- 5) Structural members must register 15% or less moisture content before other work can proceed. Brad Hauman, Neighborhood Improvement Officer, must be called to verify this before proceeding with further work on the structure. He may be reached at (309) 524-2014.

Timeline

Outside work done in 3 months.

Inside work done in 6 months.

The deadline to complete all renovations is November 30, 2014. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties. In no event shall the completion date be extended beyond February 28, 2015.

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 November 30, 2014, or in no event beyond February 28, 2015, the right of reverter shall cease.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or before May 13, 2014 ("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.

MERGER

The Special Restrictions and Covenants and Right of Reverter contained in this Agreement shall remain in effect and shall not merge with the deed.

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 May 13, 2014, and Purchaser's offer to buy herein shall be irrevocable to and including May 13, 2014, 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 May 6, 2014, this offer and Agreement shall be void. The parties understand that Seller's City Council may not approve this Agreement

and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

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

Executed by SELLER:

Executed by PURCHASER:

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

DARRELL K. MCCOLL

By: _____
Scott Raes, Mayor

By: _____
Darrell K. McColl

Date: _____

Date: _____

ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Date: _____

FOR INFORMATION ONLY:

Seller's Attorney:
Amy L. Keys
(309) 524-2012



Illinois Department of Transportation

Division of Highways / Region 2 / District 2
819 Depot Avenue / Dixon, Illinois / 61021-3500
Telephone 815/284-2271

PROGRAM DEVELOPMENT

Project Support - LETTER OF UNDERSTANDING

FAP Route 595 (Illinois 5)

Section (142-1)R-1 & 142-1 HB

Rock Island County

City Section 13-00255-00-PV

Job No. C-92-076-12

Contract No. 64B84

Agreement No. LU-2-14-048

March 3, 2014

Honorable Scott Raes

Mayor

619 16th Street

Moline, Illinois 61265

Dear Mayor Raes:

This letter of understanding is to outline the maintenance and ownership responsibilities located within the project limits of the John Deere Expressway improvement. The project consists of improving Illinois Route 5 (John Deere Expressway) by constructing a new corridor road system (41st Drive Connector) and intersection improvements at 38th Street, 40th Avenue, 41st Avenue Drive, 41st Street and Coalton Road (38th Avenue), said improvement designated FAP Route 595 (Illinois Route 5), Section (142-1)R-1 & 142-1 HB, by constructing 9-inch Portland Cement Concrete pavement over a 16-inch aggregate sub-base, combination curb and gutter, 4-inch topsoil ditches, new structure carrying 41st Drive Connector Road over Illinois Route 5 (John Deere Expressway), providing for two 13-foot wide through traffic lane, one 12-foot common use left/right turn lane, one 12-foot and variable width right turn lane, one 10-foot and variable width flush median, and a 10-foot multi-use path.

Upon final field inspection of the improvements constructed with this project, and so long as Illinois Route 5 (John Deere Expressway) is used as a State Highway, the STATE agrees to have jurisdiction of and to maintain or cause to be maintained the two 12-foot in width westbound lanes, two 12-foot in width eastbound lanes, one 12-foot in width eastbound right turn lane, pipe culverts within the John Deere Road ditch and all curbs and gutters and/or shoulders adjacent to said traffic lanes and turn lanes from 38th Street to a point located approximately 0.01 miles west of 38th Street.

Upon final field inspection of the improvement, the CITY agrees to maintain, accept jurisdiction and ownership of the improvements which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, landscaping, crosswalk and pavement markings, traffic signals, street sign items, highway lighting including furnishing the electrical energy therefore,

Honorable Scott Raes
Page 2
March 3, 2014

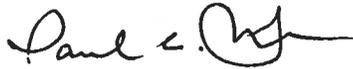
retaining walls located on Coaltown Road at approximately station 19+00 - 27+00 left and approximately station 25+00 - 27+00 right, 41st Drive Connector (excluding SN 081-0176) at approximately station 521+33 – 530+23 right and approximately station 526+70 – 532+25 left, bike railings/fencing, pedestrian railings/fencing, and CITY owned utilities including the appurtenances thereto.

The CITY agrees to all covenants contained in previous agreements or letters of understanding relating to city owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the city limits, shall remain unchanged.

This letter of understanding (LU-2-14-048) shall be binding upon the parties hereto, their successors and assigns. Your acceptance of this letter of understanding shall be considered as your approval of the terms contained herein. Three copies of this letter of understanding have been prepared and contain my original signature. Please sign all three copies and return two to this office. The other copy may be retained for your files.

If you should have any questions, please contact Mr. Brian Mayer, Project Support Engineer at (815)284-5353.

Sincerely,



Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

CITY OF MOLINE

Scott Raes, Mayor

Date

cc: Scott Hinton, City Engineer

LU-2-14-048 Moline.64B84

City of Moline
FAP Route 5756 (3rd Avenue)
State Section (81-1)M
City Section 13-00260-00-PV
Rock Island County
Job No. C-92-123-13
Contract No. 64J68
Agreement No. JN-2-14-032

AGREEMENT

This agreement, entered into this _____ day of _____, A.D., 20____, by and between the state of Illinois, acting by and through its Department of Transportation, hereinafter called the STATE and the city of Moline, of the state of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 0.29 miles of 3rd Avenue (River Drive) starting at a point near the east side of 19th Street to a point near the west edge of 23rd Street, FAU Route 5756 (3rd Avenue), STATE Section (81-1)M, by removing and replacing the pavement with 12-inches of granular material sub-base, 4-inches of stabilized sub-base hot-mix asphalt and 9¼ inches of Portland Cement Concrete, providing for two 12-foot westbound traffic through lanes, a variable width left turn lane, a variable width shoulder with future intention of a right turn lane, two 12-foot eastbound traffic through lanes, two 12-foot and variable width eastbound left turn lanes, a variable width eastbound right turn lane, concrete median, combination concrete curb and gutter, concrete sidewalks, and all other work necessary to complete the improvement in accordance with the approved plans and specifications, hereinafter called the PROJECT; and

- A. 20th Street (E-W Frontage Road) will be reconstructed with 12-inches of granular material sub-base, 4-inches of stabilized sub-base hot-mix asphalt and 9¼ inches of Portland Cement Concrete, providing for two variable width traffic through lanes, combination concrete curb and gutter; and
- B. Approximately 200 linear feet of the Entrance Ramp (from 3rd Avenue to I-74) and Exit Ramp (from I-74 to 3rd Avenue) will be removed and replaced with 10-inches of granular material sub-base, 6-inches of Polymerized hot-mix asphalt binder course, and 2 ¼-inches of Polymerized hot-mix asphalt surface course, providing each ramp with two 13-foot and variable width traffic through lanes; and
- C. Reconstruct approximately 1075 linear feet of the 10-foot wide Multi-use path along the north side of 3rd Avenue (River Drive) starting at point approximately 329 linear feet east of 19th Street and continuing east to a point near the west edge of 23rd Street and 3rd Avenue (River Drive) intersection, reconstructed with 6-inches of aggregate base course material, 2-inches of hot-mix asphalt binder course and 2-inches of hot-mix asphalt surface course; and
- D. 3rd Avenue (River Drive) will be closed to through traffic for approximately 3 months, with an estimated completion date of December 6, 2014. A marked detour (see Temporary Traffic Control plan sheets attached hereto and made a part hereof) will be provided utilizing I-74 Illinois bound to 7th Avenue (Exit 1 ramp) right to 19th Street (west River Drive access), from I-74 Illinois bound to 7th Avenue (Exit 1 ramp) left to 23rd Street (east River Drive access), from westbound River Drive to 23rd Street to 4th Avenue (IL 92 westbound) to 19th Street to River Drive, from westbound River Drive to 23rd Street to 7th Avenue to I-74 (Entrance ramp, Iowa bound), from River Drive eastbound to 19th Street to 6th Avenue (IL 92 Eastbound) to 23rd Street to River Drive, from River Drive eastbound to 19th Street to 7th Avenue (Entrance

ramp, Iowa bound). The department will be responsible for all signing and barricades required for the detour. Lane closures on 3rd Avenue (River Drive) may be needed after the road closure time frame described herein to complete landscape pay items and other short-term work items necessary to complete the project.

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, acquire all necessary right-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay all construction and engineering costs, subject to payment by the CITY for its share of the improvement as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

| <u>Type of Work</u> | Federal | | State | | City | | Total |
|--|--------------------|----------|--------------------|----------|--------------------|----------|--------------------|
| | <u>Cost</u> | <u>%</u> | <u>Cost</u> | <u>%</u> | <u>Cost</u> | <u>%</u> | |
| All Construction Costs Excluding the Following | \$4,963,726 | 80% | \$1,240,932 | 20% | N/A | N/A | \$6,204,658 |
| Multi-Use Path | \$74,051 | 80% | N/A | N/A | \$18,513 | 20% | \$92,563 |
| Watermain Improvements | N/A | N/A | N/A | N/A | \$214,977 | 100% | \$214,977 |
| Sanitary Improvements | N/A | N/A | N/A | N/A | \$635,077 | 100% | \$635,077 |
| Manhole 5'-DIA, Ty1, Approx. 1 ea. | N/A | N/A | N/A | N/A | \$3,850 | 100% | \$3,850 |
| Manhole 6'-DIA, Ty1, Approx. 4 ea. | N/A | N/A | N/A | N/A | \$15,600 | 100% | \$15,600 |
| Fire Hydrants to be removed Approx. 3 each | N/A | N/A | N/A | N/A | \$2,325 | 100% | \$2,325 |
| Fire Hydrants Assembly Complete, Approx. 3 each | N/A | N/A | N/A | N/A | \$14,400 | 100% | \$14,400 |
| Water Valve 8", Approx. 1 ea. | N/A | N/A | N/A | N/A | \$1,300 | 100% | \$1,300 |
| Water Valve 16", Approx. 1 ea. | N/A | N/A | N/A | N/A | \$5,500 | 100% | \$5,500 |
| Filling Valve Vaults, Approx. 3 ea. | N/A | N/A | N/A | N/A | \$900 | 100% | \$900 |
| Valve Boxes to be removed, Approx. 1 ea. | N/A | N/A | N/A | N/A | \$110 | 100% | \$110 |
| Lighting Improvements | N/A | N/A | N/A | N/A | \$100,872 | 100% | \$105,740 |
| Sub-total | \$5,037,777 | | \$1,240,932 | | \$1,018,291 | | \$7,297,000 |
| P&C Engineering (15%) | \$755,667 | | \$186,140 | | \$152,744 | | \$1,094,550 |
| TOTAL | \$5,793,444 | | \$1,427,071 | | \$1,171,035 | | \$8,391,550 |

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for preliminary and construction engineering.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit A, and made a part hereof. The CITY agrees to pay to the Department of Transportation of the state of Illinois, upon award of this project, from any funds allotted to the CITY, the amount of 80% of its estimated obligation under the provisions of this agreement, and will pay to the said department the remainder of its obligation in a lump sum upon completion of the project based upon final costs.
5. The CITY agrees to continue to enforce existing ordinances regulating parking along 3rd Avenue (River Drive) within the PROJECT limits, copies of said ordinances are on file at the STATE'S District Office.
6. The CITY agrees to continue to enforce existing ordinances prohibiting the discharge of sanitary and industrial wastewater into the storm water drainage systems, a copy of which is on file at the STATE'S District Office.
7. Prior to the STATE advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively determined with representatives from the CITY and the STATE.

The CITY agrees to continue to enforce existing ordinances relative to the disposition of encroachments and prohibiting, in the future, any new encroachments on public right-of-way within the limits of this improvement, a copy of which is on file at the STATE'S District Office.

8. The CITY agrees not to permit the construction of additional entrances (private or commercial) onto 3rd Avenue (River Drive), within the limits of this improvement without the concurrence of the Department of Transportation
9. Prior to construction, the CITY shall exercise its franchise right to cause utilities to be relocated, if necessary, at no expense to the STATE.
10. The CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the multi-use path not otherwise carried on State structures. The CITY further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the multi-use path.
11. The CITY agrees to cause its utilities located on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted at no expense to the STATE.
12. The CITY agrees to allow the department and awarded Contractor and their approved sub-Contractor(s) access to PROJECT right-of-way to conduct contract construction for the above noted contract.

13. Upon final field inspection of the improvement, the STATE agrees to maintain or cause to be all ramp lanes leading to or from I-74 to or from 3rd Avenue (River Drive), painted pavement markings, and all curbs and gutters and/or shoulders adjacent to the said ramp traffic lanes or turn lanes.
14. Upon final field inspection of the improvement, and so long as 3rd Avenue (River Drive) is under the CITY's jurisdiction, the CITY agrees to maintain or cause to be maintained the two 12-foot and variable width westbound traffic through lanes, a variable width left turn lane, a variable width shoulder with future intention of a right turn lane, two 12-foot and variable width eastbound left turn lanes, a variable width eastbound right turn lane, all pavement markings, parking lanes, and their adjacent curbs and gutters and/or shoulders adjacent to said through traffic lanes or turn lanes, and accept jurisdiction and ownership of sidewalks, parkways, guardrails, watermains and crosswalks, CITY owned utilities including the appurtenances thereto, highway lighting, lighting fixtures including furnishing the electrical energy therefore, and the following items which are not to be maintained by the STATE including:
 - A. The multi-use path, including but not limited to the administration, control, reconstruction, and maintenance of the multi-use path not otherwise carried on STATE structures
 - B. Storm sewers and appurtenances and to perform those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids plus structural failures between adjacent manholes.
 - C. Sanitary sewers and appurtenances and to perform those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, and manholes along with the repair or replacement of manholes' frames, grates or lids plus structural failures between adjacent manholes.
 - D. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including 20th Street (E-W Frontage Road) all turn lanes, up to the edge of pavement of 3rd Avenue (River Drive) through traffic lanes.
15. The CITY agrees to all covenants contained in previous agreements or letters of understanding relating to city owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the city limits, shall remain unchanged.
16. Upon acceptance by the STATE of the new traffic signal installation on the on/off interchange ramps at I-74 and 3rd Avenue (River Drive), the STATE and the CITY will share financial responsibility for the costs of maintenance and electrical energy for the operation of the signals. The actual signal maintenance will be performed by the CITY, either with its own forces or through an ongoing contractual agreement. The CITY will be reimbursed for the STATE'S share of the costs of maintenance and electrical energy for the signals, which shall become part of the Intergovernmental Master Agreement for Maintenance of Traffic Control Devices executed by the STATE and the CITY on July 1, 2011. The CITY shall maintain the signals to at least a Level I maintenance as specified in Exhibit B of the Master Intergovernmental Agreement
17. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY'S financial and maintenance obligations described herein, prior to the STATE'S advertising for the aforescribed proposed improvement, attached as Exhibit B.

- 18. This agreement shall be subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the agreement.
- 19. This agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.
- 20. This agreement No. JN-2-14-032 shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ATTEST:

CITY OF MOLINE

By: _____
City Clerk

By: _____
Scott Raes, Mayor

Date: _____, 20__

Date: _____, 20__

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Omer M. Osman, P.E.
Director of Highways/Chief Engineer

Date: _____, 20__

EXHIBIT B
RESOLUTION

APPROVING PLANS AND SPECIFICATIONS AS PROPOSED BY THE STATE
OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR A JOINT CITY-STATE
IMPROVEMENT OF 3rd AVENUE, FAU ROUTE 5756,
STATE SECTION (81-1)M, IN THE CITY OF MOLINE,
ROCK ISLAND COUNTY, ILLINOIS

WHEREAS, be it hereby resolved by the City Council of the City of Moline that the plans and specifications as proposed by the state of Illinois, Department of Transportation for the improvement of 3rd Avenue, FAU 5756, State Section (81-1)M, are hereby considered satisfactory and acceptable.

I, _____, City Clerk in and for the City of Moline, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, A.D., 20 ____.

City Clerk