



MOLINE CITY COUNCIL AGENDA

Tuesday, October 14, 2014

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

INVOCATION– Alderman Knaack

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		
Bender		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of October 7, 2014, and September Financial Report.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 4047-2014

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 Tyson's Run with the Nations 5K Race scheduled for Saturday, October 18, 2014.

EXPLANATION: This is a yearly event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Special Ordinance 4048-2014

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Moline Dad's Club Halloween Parade scheduled for Sunday, October 19, 2014.

EXPLANATION: This is a yearly event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

3. Council Bill/Resolution 1143-2014

A Resolution approving the Final Plat of Benwynn First Addition (Benwynn, LLC, 3629 & 3637 Avenue of the Cities).

EXPLANATION: Benwynn, LLC seeks approval of the attached document which will subdivide the land for 3629 and 3637 Avenue of the Cities into individual lots: Uncle Pete's restaurant and a multistory office building and facilitate a sale of Lot 1 to the owner of Uncle Pete's.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by owner

4. Council Bill/Resolution 1144-2014

A resolution authorizing the Mayor to sign and submit the 2014 Community Rating System 5-Year Verification to the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) for floodplain management.

EXPLANATION: This will meet the City's obligations to continue the City's participation in the National Flood Insurance Program's (NFIP) Community Rating System (CRS), a voluntary incentive program offered by the Federal Emergency Management Agency (FEMA) to encourage advanced floodplain management activities.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1145-2014

A Resolution declaring the LiveScan electronic fingerprint scanning station in the police department as surplus property and authorizing the Finance Director to dispose of said surplus property.

EXPLANATION: The LiveScan electronic fingerprint scanning equipment was acquired by the police department in 2003 with grant funds. The equipment is no longer of any value and has been replaced with a new system. Staff is requesting that the equipment be declared as surplus and its destruction authorized.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1146-2014

A Resolution authorizing the City Administrator to implement a health insurance premium incentive of \$25 per participant per month (maximum of \$50 per month for employee/retiree and eligible spouse) for participants in the City's Wellness Program for the 2015 Plan Year.

EXPLANATION: The City is implementing a voluntary Wellness Program for employees, retirees under 65 and eligible spouses to control long-term health care costs and educate individuals on their current and potential health issues. In an effort to increase involvement, staff is proposing a discount on health insurance premiums for those that participate in the program, which requires that they complete a biometric screen, health risk assessment and health coaching, if necessary. This is the same discount negotiated with all 4 of the bargaining units.

FISCAL IMPACT: Funds available in the Health Fund

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1147-2014

A Resolution authorizing the Mayor and City Clerk to execute an amendment to an existing agreement with Shive-Hattery, Inc. for the provision of professional engineering and environmental services related to the preparation of certain utility and site preparation design and construction documents at a cost not to exceed \$9,300 for said work subject to the amendment.

EXPLANATION: Approval of this item would authorize an amendment to an agreement for professional engineering services with Shive-Hattery for an additional \$9,300 in design services. The original agreement was for an amount not to exceed \$15,400.00 to perform site improvement design and environmental assessment work for the Hawk Hollow residential development site

located between 6th and 8th Streets and south of 5th Avenue. Budgeted CDBG funds are available for costs associated with the amendment.

FISCAL IMPACT: Adequate funds have been budgeted per 230-0729-492.14-48

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1148-2014

A Resolution authorizing the Mayor and City Clerk to sign a liquor license consent form granting the City's consent for a Class AA – Restaurant Beer & Wine Only Liquor License to be issued to Milltown Coffee at 3800 River Drive.

EXPLANATION: Milltown Coffee, 3800 River Drive, is in the process of applying for a Class AA – Restaurant Beer & Wine Only Liquor License. City of Moline Code of Ordinance 4-3202 (a) states that a majority of the surrounding property owners within a radius of 150 feet of the front of the center of the building shall consent to the issuance of liquor license. The City owned property that falls within 150 feet of the reference property is along Ben Butterworth Parkway. The Park Board has been made aware of this request, however, the Park Board does not meet until October 23, 2014, and so there has not been a formal vote. Staff has no objections to the issuance of a liquor license at this address.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/Resolution 1149-2014

A Resolution authorizing the Mayor and City Clerk to approve of a Preliminary Engineering Services Agreement with Missman, Inc. for Motor Fuel Tax Section 15-00264-00-ES, Phase 1 Sylvan Island Bridge.

EXPLANATION: Missman, Inc. proposes to provide Phase 1 engineering services for the Sylvan Island Bridge Replacement Project for the hourly, not-to-exceed price of \$79,450.00. Phase 1 engineering includes survey, environmental and preliminary design work necessary for the development of the plans and specifications. Phase 2 engineering includes the development of project plans, specifications, and other documents necessary to solicit bids for the project and is not included in this Agreement. Staff recommends approval of the Agreement.

FISCAL IMPACT: Motor Fuel Tax Funds are not budgeted for this expense. Funds are available for use.

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/Resolution 1150-2014

A Resolution approving a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 15-00264-00-ES, Phase 1 Sylvan Island Bridge.

EXPLANATION: A Resolution for Improvement is necessary to use budgeted MFT funds for the design of Phase 1 Sylvan Island Bridge.

FISCAL IMPACT: MFT funds were not budgeted for this project in 2014, but are available.

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

OMNIBUS VOTE		
Council Member	Aye	Nay
Knaack		
Parker		
Bender		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

ITEMS NOT ON CONSENT

RESOLUTIONS

11. Council Bill/Resolution 1142-2014

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with High Rent L.L.C. for property located at 1224 4th Avenue and the parking lot adjacent to 1202 4th Avenue, Moline, Illinois, and a Lease of Parking Spaces.

EXPLANATION: The City wishes to acquire property located at 1224 4th Avenue and the parking lot adjacent to 1202 4th Avenue, Moline, Illinois, from High Rent L.L.C., the owner of said property. High Rent has agreed to sell and convey the property to the City and the City has agreed to purchase the property for \$350,000, using City funds, pursuant to the terms and conditions set forth in the Agreement for Sale of Real Estate. The Federal Transit Administration has included the property in the project scope for the Multi-Modal facility, to be known as “The Q,” so that grant funds may be used for improvement of the property for parking for Amtrak passengers. As part of the Agreement for Sale of Real Estate, the City agrees to lease 14 parking spaces to High Rent L.L.C. in the City-owned “Lot O” located at 1211 5th Avenue, Moline, in accordance with the Lease of Parking Spaces. Additional documentation attached.

1142-2014 Council Member	Aye	Nay
Knaack		
Parker		
Bender		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCES

12. Council Bill/General Ordinance 3024-2014

A General Ordinance amending Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” by repealing Section 35-3406(a) in its entirety and enacting in lieu thereof one new Section 35-3406(a) relating to the same subject matter; amending Section 35-3408 by enacting one new subsection (o) entitled “Sales and Service, Cannabis Dispensing;” amending Section 35-3410 by enacting one new subsection (k) entitled “Industrial, Cannabis Cultivation;” and amending Section 35-3401, “Table 35-3401.1 Permitted Land Uses,” by adding new land use designations to correspond with the amendments to Sections 35-3408 and 35-3410.

EXPLANATION: This ordinance will amend Chapter 35 of the Moline Code of Ordinances in accordance with the objective and provisions of the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1 to include incorporating land use designations to include “Sales and Service, Cannabis Dispensing” in the City’s B-4 Zoning District and “Industrial, Cannabis Cultivation” in the City’s I-1 and I-2 Zoning Districts.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

13. Council Bill/Special Ordinance 3025-2014

An Ordinance amending Chapter 23 “PARKS AND RECREATION” of the Moline Code of Ordinances, by repealing it in its entirety and enacting in lieu thereof one new Chapter 23 related to the same subject matter.

EXPLANATION: The Park Board is recommending that Chapter 23 “PARKS AND RECREATION” be updated to include new provisions for the prohibition of smoking in any park and recreation area under the jurisdiction of the Park and Recreation board. Additionally, the Park Board is recommending that Chapter 23 include updated provisions for the unified ordinance for trail

use in the Quad Cities. The proposed Chapter 23 contains updates and new provisions that were out of date or no longer needed.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

City of Moline

September 2014
Financial Report

CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 09/30/2014

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$42,120,185	\$31,511,257	\$10,608,928
Expenditures	\$42,120,185	\$30,022,771	\$12,097,414
Difference	\$0	\$1,488,486	
GENERAL TRUST FUND			
Revenues	\$356,000	\$304,074	\$51,926
Expenditures	\$356,000	\$521,849	(\$165,849)
Difference	\$0	(\$217,775)	
SFOOR GRANT			
Revenues	\$251,435	\$8,125	\$243,310
Expenditures	\$251,435	\$26,068	\$225,367
Difference	\$0	(\$17,943)	
TOURISM FUND			
Revenues	\$2,261,625	\$84,476	\$2,177,149
Expenditures	\$2,261,625	\$39,857	\$2,221,768
Difference	\$0	\$44,619	
LEAD GRANT			
Revenues	\$778,470	\$456,181	\$322,289
Expenditures	\$778,470	\$373,230	\$405,240
Difference	\$0	\$82,951	
HOMEBUYER TRUST GRANT			
Revenues	\$209,255	\$0	\$209,255
Expenditures	\$209,255	\$4,213	\$205,042
Difference	\$0	(\$4,213)	
EMERGENCY REPAIR GRANT			
Revenues	\$217,350	\$0	\$217,350
Expenditures	\$217,350	\$150	\$217,200
Difference	\$0	(\$150)	
NSP2 GRANT			
Revenues	\$538,825	\$56,322	\$482,503
Expenditures	\$538,825	\$43,314	\$495,511
Difference	\$0	\$13,008	
LIBRARY FUND			
Revenues	\$3,126,475	\$2,374,875	\$751,600
Expenditures	\$3,126,475	\$2,246,160	\$880,315
Difference	\$0	\$128,715	
PARK FUND			
Revenues	\$4,905,235	\$3,045,513	\$1,859,722
Expenditures	\$4,905,235	\$3,008,756	\$1,896,479
Difference	\$0	\$36,757	

	BUDGET	YTD ACTUAL	VARIANCE
MOTOR FUEL TAX FUND			
Revenues	\$1,050,000	\$1,179,348	(\$129,348)
Expenditures	\$1,050,000	\$316,904	\$733,096
Difference	\$0	\$862,444	
COMMUNITY DEVELOPMENT			
Revenues	\$833,455	\$290,840	\$542,615
Expenditures	\$833,455	\$218,403	\$615,052
Difference	\$0	\$72,437	
REVOLVING LOAN FUND			
Revenues	\$280,000	\$10,387	\$269,613
Expenditures	\$280,000	\$4,394	\$275,606
Difference	\$0	\$5,993	
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,091,045	\$2,339,676	\$751,369
Expenditures	\$3,091,045	\$584,675	\$2,506,370
Difference	\$0	\$1,755,001	
TAX INCREMENTAL FINANCING #2			
Revenues	\$215,000	\$171,719	\$43,281
Expenditures	\$215,000	\$53,193	\$161,807
Difference	\$0	\$118,526	
TAX INCREMENTAL FINANCING #3			
Revenues	\$54,790	\$53,029	\$1,761
Expenditures	\$54,790	\$49,890	\$4,900
Difference	\$0	\$3,139	
TAX INCREMENTAL FINANCING #4			
Revenues	\$190,630	\$84,774	\$105,856
Expenditures	\$190,630	\$9,891	\$180,739
Difference	\$0	\$74,883	
HOMEBUYER GRANT			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #5 KONE CENTRE			
Revenues	\$483,000	\$5,723	\$477,277
Expenditures	\$483,000	\$48,312	\$434,688
Difference	\$0	(\$42,589)	
TIF #6 MOLINE PL PHASE II			
Revenues	\$53,500	\$0	\$53,500
Expenditures	\$53,500	\$515	\$52,985
Difference	\$0	(\$515)	
TIF #7 BUSINESS PARK			
Revenues	\$5,000,000	\$3,866	\$4,996,134
Expenditures	\$5,000,000	\$720,892	\$4,279,108
Difference	\$0	(\$717,026)	

	BUDGET	YTD ACTUAL	VARIANCE
TIF #9 Route 150			
Revenues	\$0	\$913	(\$913)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$913	
TIF #8 MALL AREA			
Revenues	\$0	\$0	\$0
Expenditures		\$44	(\$44)
Difference	\$0	(\$44)	
TIF #10 Health Park			
Revenues	\$0	\$0	(\$0)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
SPECIAL SERVICE AREA #5			
Revenues	\$175,435	\$77,094	\$98,341
Expenditures	\$175,435	\$123,586	\$51,849
Difference	\$0	(\$46,492)	
SPECIAL SERVICE AREA #6			
Revenues	\$257,225	\$207,923	\$49,302
Expenditures	\$257,225	\$128,921	\$128,304
Difference	\$0	\$79,002	
TIF #11 MULTI MODAL			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$1,500,548	(\$1,500,548)
Difference	\$0	(\$1,500,548)	
TIF #12 RIVERBEND COMMONS			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$159,837	(\$159,837)
Difference	\$0	(\$159,837)	
WATER FUND			
Revenues	\$10,304,920	\$6,956,954	\$3,347,966
Expenditures	\$10,304,920	\$6,243,355	\$4,061,565
Difference	\$0	\$713,599	
WPC FUND			
Revenues	\$17,359,115	\$6,187,742	\$11,171,373
Expenditures	\$17,359,115	\$6,050,809	\$11,308,306
Difference	\$0	\$136,933	
STORMWATER UTILITY			
Revenues	\$1,233,030	\$755,469	\$477,561
Expenditures	\$1,233,030	\$473,900	\$759,130
Difference	\$0	\$281,569	
FIRE PENSION			
Revenues	\$5,430,800	\$3,199,289	\$2,231,511
Expenditures	\$5,430,800	\$3,240,776	\$2,190,024
Difference	\$0	(\$41,487)	

	BUDGET	YTD ACTUAL	VARIANCE
REHER ART GALLERY			
Revenues	\$38,765	\$13,766	\$24,999
Expenditures	\$38,765	\$465	\$38,300
Difference	\$0	\$13,301	
PERPETUAL CARE FUND			
Revenues	\$14,025	\$8,067	\$5,958
Expenditures	\$14,025	\$0	\$14,025
Difference	\$0	\$8,067	
PARK/CEMETERY GIFTS			
Revenues	\$66,500	\$69,320	(\$2,820)
Expenditures	\$66,500	\$119,340	(\$52,840)
Difference	\$0	(\$50,020)	
FOREIGN FIRE INS TAX			
Revenues	\$58,090	\$0	\$58,090
Expenditures	\$58,090	\$18,032	\$40,058
Difference	\$0	(\$18,032)	
POLICE PENSION			
Revenues	\$4,464,980	\$3,258,190	\$1,206,790
Expenditures	\$4,464,980	\$2,705,197	\$1,759,783
Difference	\$0	\$552,993	
LIBRARY TRUST			
Revenues	\$67,150	\$50,570	\$16,580
Expenditures	\$67,150	\$76,530	(\$9,380)
Difference	\$0	(\$25,960)	
HEALTH BENEFIT FUND			
Revenues	\$7,720,250	\$5,000,787	\$2,719,463
Expenditures	\$7,720,250	\$5,107,679	\$2,612,571
Difference	\$0	(\$106,892)	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$507,094	(\$7,094)
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$507,094	
INFORMATION TECHNOLOGY			
Revenues	\$1,131,640	\$705,922	\$425,718
Expenditures	\$1,131,640	\$762,745	\$368,895
Difference	\$0	(\$56,823)	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$158,265	\$114,083	\$44,182
Expenditures	\$158,265	\$0	\$158,265
Difference	\$0	\$114,083	
LIABILITY FUND			
Revenues	\$3,791,820	\$2,410,635	\$1,381,185
Expenditures	\$3,791,820	\$1,958,599	\$1,833,221
Difference	\$0	\$452,036	

	BUDGET	YTD ACTUAL	VARIANCE
FLEET SERVICES			
Revenues	\$5,081,570	\$3,164,869	\$1,916,701
Expenditures	\$5,081,570	\$2,610,684	\$2,470,886
Difference	\$0	\$554,185	
SANITATION FUND			
Revenues	\$2,556,365	\$1,588,824	\$967,541
Expenditures	\$2,556,365	\$1,681,818	\$874,547
Difference	\$0	(\$92,994)	
DEBT. SERVICE FUND			
Revenues	\$3,060,850	\$1,849,109	\$1,211,741
Expenditures	\$3,060,850	\$2,045,277	\$1,015,573
Difference	\$0	(\$196,168)	
2007 ESCROW ACCOUNT			
Revenues	\$108,000	\$104,989	\$3,011
Expenditures	\$108,000	\$104,979	\$3,021
Difference	\$0	\$10	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,519,000	\$5,722,167	\$1,796,833
Expenditures	\$7,519,000	\$4,525,846	\$2,993,154
Difference	\$0	\$1,196,321	
VIDEO GAMING SPEC PROJ			
Revenues	\$35,000	\$1	\$34,999
Expenditures	\$35,000	\$17,065	\$17,935
Difference	\$0	(\$17,064)	
* TOTALS			
Revenues	\$137,149,070	\$83,933,962	\$53,215,108
Expenditures	\$137,149,070	\$77,949,470	\$59,199,601
Difference	\$0	\$5,984,492	

**City of Moline
Major Revenue Projection
Summary Sheet
as of September 30, 2014**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$11,118,467	\$14,784,970	\$14,784,970	\$0	\$14,675,345	0.75%	\$14,784,970	0.00%
State Sales Tax	\$7,241,631	\$9,660,000	\$9,857,000	(\$197,000)	\$9,457,039	4.23%	\$9,650,000	0.10%
Water User Fees	\$6,140,561	\$8,281,645	\$8,281,645	\$0	\$7,735,554	7.06%	\$8,281,645	0.00%
Sewer User Fees	\$5,350,521	\$6,858,765	\$6,858,765	\$0	\$6,725,107	1.99%	\$6,858,765	0.00%
Home Rule Sales Tax	\$5,946,061	\$7,903,000	\$8,067,000	(\$164,000)	\$8,106,203	-0.48%	\$7,915,000	-0.15%
Income Tax	\$2,796,295	\$4,141,000	\$3,800,000	\$341,000	\$4,142,981	-8.28%	\$4,141,000	0.00%
Replacement Tax	\$1,910,705	\$2,364,535	\$2,374,535	(\$10,000)	\$2,389,920	-0.64%	\$2,421,535	-2.35%
Utility Taxes	\$2,637,826	\$3,282,000	\$3,009,000	\$273,000	\$3,014,491	-0.18%	\$3,300,000	-0.55%
Food/Liquor Tax	\$1,573,731	\$2,025,000	\$2,025,000	\$0	\$2,016,801	0.00%	\$2,020,000	0.25%
Telecommunication Tax	\$1,069,974	\$1,443,975	\$1,881,975	(\$438,000)	\$1,636,428	15.01%	\$1,463,975	-1.37%
Total	\$45,785,772	\$60,744,890	\$60,939,890	(\$195,000)	\$59,899,869	1.74%	\$60,836,890	-0.15%

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

Council Bill/Ordinance No.: 4047-2014

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 Tyson's Run with the Nations 5K Race to be held on Saturday, October 18, 2014.

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, October 18, 2014, from 7:00 a.m. until 11:30 a.m.

- All lanes of the East-West alley between 12th & 13th Street, south of 4th Avenue
- All lanes of 12th Street from the southernmost side of 5th Avenue to the northernmost side of River Drive
- All lanes of River Drive from the westernmost side of 1st Street to the westernmost side of 19th Street

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No. 4048-2014

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Moline Dad's Club Halloween Parade scheduled for Sunday, October 19, 2014.

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, October 19, 2014, from 2:00 p.m. to 3:00 p.m.

All lanes of River Drive from the westernmost side of 12th Street to the easternmost side of 19th Street

All lanes of 19th Street from the northernmost side of River Drive to the southernmost side of 5th Avenue

All lanes of 5th Avenue from the easternmost side of 19th Street to the westernmost side of 12th Street

All lanes of 12th Street from the southernmost side of 5th Avenue to the northernmost side of River Drive

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Sponsor: _____

A RESOLUTION

APPROVING the final plat of Benwynn First Addition (Benwynn, LLC, 3629 & 3637 Avenue of the Cities).

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

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

WHEREAS, this Council believes and finds approval of said final plat of Benwynn First Addition to be in the best interests of the City of Moline.

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

That the final plat of Benwynn First Addition, a subdivision of property described as follows:

Part of Lots 7 and 8 of King's First Addition, (Document Number 179893, as filed on March 20, 1917), part of Lot 88 of King Orchard Addition, (Document Number 504753, as filed on November 16, 1956) and South Moline Township Parcel Number 8601; all as situated within the City of Moline, Rock Island County, Illinois; more particularly described as follows:

Beginning at the south west corner of said Lot 7, as subsequently created by the dedication of right of way for State Bond Issue No. 80 (aka Avenue of the Cities); thence, North 00 Degrees 49 Minutes 33 Seconds West, along the West line of said Lot 7, a distance of 132.40 to the South line of a public alley per the plat of King's First Addition; thence, South 78 Degrees 22 Minutes 28 Seconds East, along the South line of said alley and the North lines of said Lots 7 and 8, a distance of 79.82 Feet to the Northwest corner of said Lot 88; thence , South 78 Degrees 43 Minutes 59 Seconds East, along the North line of said Lot 88 and its easterly extension (also being the South line of Lot 87 of said King Orchard Add.), a distance of 179.64 Feet to the West right of way of the Avenue of the Cities; thence, North 78 Degrees 25 Minutes 33 Seconds West, along said northerly right of way, a distance of 259.59 Feet to the point of beginning.

The above described real estate contains 0.772 acres (33, 643 Square Feet), more or less.

For the purpose of this description the North right of way line of the Avenue of the Cities is assumed to have a bearing of North 78 Degrees 25 Minutes 33 Seconds West.

Council Bill/Resolution No. 1143-2014

Sponsor: _____

be and the same is hereby approved.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney



APPLICATION FOR MINOR SUBDIVISION

Filing Date _____
\$650 Filing Fee (non-refundable) submitted: _____

Answer all statements fully. Attach six (6) full-size subdivision plats and one (1) reduction.

1. Proposed Name: BENWYNN FIRST ADDITION
2. Location: 3629 & 3637 AVE OF THE CITIES 3. Area in acres: 0.77
4. Owner: BENWYNN LLC 5. Owner Phone: 563-349-1511
6. Owner Address: 3637 AVE OF THE CITIES
7. Developer: BENWYNN LLC 8. Developer Phone: 563-349-1511
9. Developer Address: SAME AS OWNER
10. Developer Email: N / A 11. Surveyor: MCCLURE / ABBITT
12. Any special or other assessments against property: Yes No
 - a. Will they be paid in full: Yes No
 - b. Reapportioned: Yes No
13. Is land entirely in City of Moline: Yes No 14. Will it be annexed: Yes No
15. Proposed Land Use: COMMERCIAL 16. Existing zoning: Community Bus. District
17. Will zoning change be requested: Yes No 18. Zoning requested: N / A
19. Minimum lot area: 13,554 (LOT 1) 20. Minimum lot width at building line 102'
21. Variance of Ordinance requirements requested - submit letter requesting variances and reasons for the request.
 - a. Building setback _____
 - b. Lot frontage on street _____
 - c. Street width _____
 - f. Easements _____
22. Water supply system shown: Proposed _____ Existing EACH LOT SERVED SEPARATELY
23. Sewer disposal system shown: Proposed _____ Existing EACH LOT SERVED SEPARATELY
24. Drainage system shown: Proposed _____ Existing SURFACE DRAINAGE TO CITY
25. Scale of plat: 1" = 20' 26. Date of Plat: SEPTEMBER 24, 2014
27. Physical size of plat: 11 X 17 28. Deed restrictions submitted: NONE
29. Sidewalk statement included? SITE HAS EXISTING SIDEWALKS
30. Sidewalks placed other than one foot off property line: N / A
31. Concrete monuments and lot pins shown as per ordinance: Yes No
32. Do easements conform to ordinance requirements: Yes No NONE, SITE BOUNDED BY PUBLIC ROW
33. Expected date of development: BOTH LOTS CONTAIN EXISTING BUILDINGS
34. Miscellaneous: _____

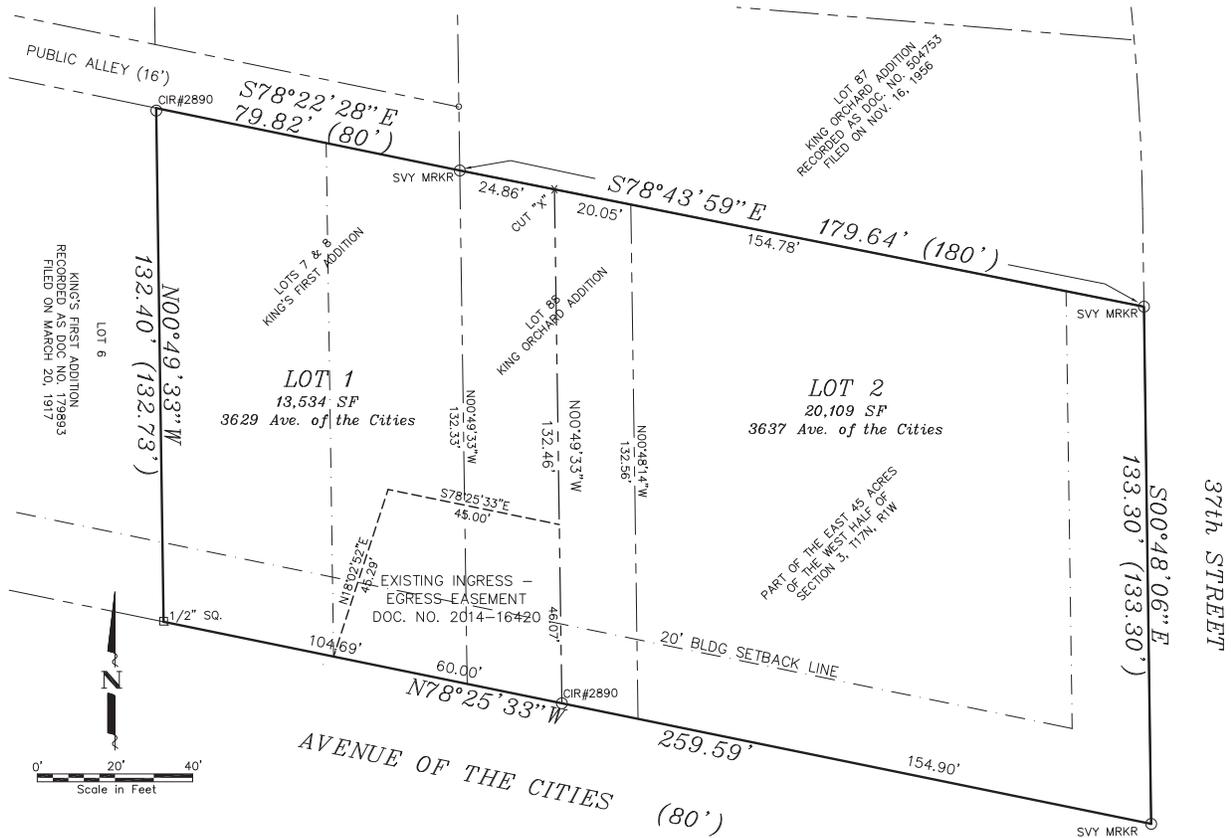
The above statements are complete and correct.

Signature of Owner or Agent

Plat of Subdivision
BENWYNN FIRST ADDITION

to the City of Moline, Rock Island County, IL

A re-subdivision of part of Lots 7 & 8 of Charles J. King's First Addition; all of Lot 88 in King Orchard Addition; and part of the east 45 acres of the west half of Section 3, Township 17 North, Range 1 West of the 4th Principal Meridian.



LEGAL DESCRIPTION

BENWYNN FIRST ADDITION TO THE CITY OF MOLINE

PART OF LOTS 7 AND 8 OF KING'S FIRST ADDITION, (DOCUMENT NUMBER 179893, AS FILED ON MARCH 20, 1917), PART OF LOT 88 OF KING ORCHARD ADDITION, (DOCUMENT NUMBER 504753, AS FILED ON NOVEMBER 16, 1956) AND SOUTH MOLINE TOWNSHIP PARCEL NUMBER 8601; ALL AS SITUATED WITHIN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7, AS SUBSEQUENTLY CREATED BY THE DEDICATION OF RIGHT OF WAY FOR STATE BOND ISSUE ROUTE NO. 80 (aka AVENUE OF THE CITIES); THENCE, NORTH 00 DEGREES 49 MINUTES 33 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 132.40 TO THE SOUTH LINE OF A PUBLIC ALLEY PER THE PLAT OF KING'S FIRST ADDITION;

THENCE, SOUTH 78 DEGREES 22 MINUTES 28 SECONDS EAST, ALONG THE SOUTH LINE OF SAID ALLEY AND THE NORTH LINES OF SAID LOTS 7 AND 8, A DISTANCE OF 79.82 FEET TO THE NORTHWEST CORNER OF SAID LOT 88; THENCE, SOUTH 78 DEGREES 43 MINUTES 59 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 88 AND ITS EASTERLY EXTENSION (ALSO BEING THE SOUTH LINE OF LOT 87 OF SAID KING ORCHARD ADD.), A DISTANCE OF 179.64 FEET TO THE WEST RIGHT OF WAY LINE OF 37TH STREET; THENCE, SOUTH 00 DEGREES 48 MINUTES 06 SECONDS EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 133.30 FEET TO THE NORTH RIGHT OF WAY OF THE AVENUE OF THE CITIES; THENCE, NORTH 78 DEGREES 25 MINUTES 33 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 259.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED REAL ESTATE CONTAINS 0.772 ACRES (33,643 SQUARE FEET), MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION THE NORTH RIGHT OF WAY LINE OF THE AVENUE OF THE CITIES IS ASSUMED TO HAVE A BEARING OF NORTH 78 DEGREES 25 MINUTES 33 SECONDS WEST.

SURVEYOR'S STATEMENT

I hereby certify that this professional service conforms to the current Illinois minimum standards for a boundary survey and it was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a Professional Land Surveyor under the laws of the State of Illinois. This plat is in accordance with the City of Moline's Subdivision Ordinance and monuments as shown on the plat are set or will be set within thirty (30) days of the acceptance of said Plat by the City, and such monuments are or will be sufficient to enable the survey to be retraced and will occupy the positions shown thereon. I further state no part of the property covered by this Plat of Subdivision is located within a special flood hazard area as identified by FEMA.

James W. Abbitt, Jr. _____ Date
IPLS. No. 35-2890
My License expires November 30, 2014



Plat of Subdivision
BENWYNN FIRST ADDITION

to the City of Moline, Rock Island County, IL

A re-subdivision of part of Lots 7 & 8 of Charles J. King's First Addition; all of Lot 88 in King Orchard Addition; and part of the east 45 acres of the west half of Section 3, Township 17 North, Range 1 West of the 4th Principal Meridian.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND) SS)
CITY OF MOLINE)

KNOW ALL MEN BY THESE PRESENTS, THAT WE, BENWYNN, LLC., AS OWNERS AND PROPRIETORS OF THE LAND SHOWN ON THE ANNEXED PLAT OF SUBDIVISION KNOWN AS "BENWYNN FIRST ADDITION" TO THE CITY OF MOLINE, DO HEREBY CERTIFY THAT WE CAUSED SAID SURVEY TO BE MADE AND ACKNOWLEDGE SAID PLAT IS CORRECT.

TO THE BEST OF MY / OUR KNOWLEDGE THE SCHOOL DISTRICTS FOR THIS PROPERTY ARE:
ROOSEVELT ELEMENTARY, WILSON JUNIOR HIGH SCHOOL AND MOLINE HIGH SCHOOL

IN WITNESS WHEREOF, WE HEREUNTO AFFIX OUR HANDS AND SEALS THIS _____ OF _____, 2014 A.D.

(SEAL) _____ (SEAL) _____
NAME / TITLE NAME / TITLE

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND) SS)
CITY OF MOLINE)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AFORESAID, DO HEREBY CERTIFY THAT _____ IS / ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS / ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT HE / THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND SEALED THE SAME AS HIS / THEIR FREE WILL AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____, 2014 A.D.

NOTARY PUBLIC

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS)
CITY OF MOLINE)

WE, THE UNDERSIGNED DIRECTOR OF PUBLIC WORKS AND DIRECTOR OF PLANNING AND DEVELOPMENT, DO HEREBY CERTIFY THE ACCOMPANYING PLAT HAS BEEN EXAMINED AND FOUND TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE AND RECOMMEND APPROVAL BY THE CITY OF MOLINE.

DIRECTOR OF PUBLIC WORKS DIRECTOR OF PLANNING & DEVELOPMENT

CITY CLERK CERTIFICATE

STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS)
CITY OF MOLINE)

I, _____, CITY CLERK IN AND FOR SAID CITY OF MOLINE, DO HEREBY CERTIFY THAT ALL DUE ASSESSMENTS HAVE BEEN PAID UPON THE REAL ESTATE DESCRIBED ON THE ACCOMPANYING PLAT.

IN WITNESS WHEREOF, I HEREBUNTO SET MY HAND AND SEAL THIS _____ DAY OF _____, 2014.

CITY CLERK DATE

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS)
CITY OF MOLINE)

I, _____, MAYOR OF THE CITY OF MOLINE, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS DULY PRESENTED TO THE CITY COUNCIL AND APPROVED AT A MEETING OF SAME HELD ON THE _____ DAY OF _____, A.D., 2014

ATTEST _____
CITY CLERK MAYOR

COUNTY CLERK CERTIFICATE

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

I, _____, COUNTY CLERK FOR ROCK ISLAND COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO UNPAID OR FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED WITHIN THIS PLAT.

COUNTY CLERK
DATE

ENGINEER'S STATEMENT

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

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED WITH THE ADOPTION OF THIS SUBDIVISION.

MIKE JANECEK DATE
ILLINOIS PROFESSIONAL ENGINEER NO. 062-054284
MY LICENCE EXPIRES NOV. 30, 2015

Council Bill/Resolution No. 1144-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor to sign and submit the 2014 Community Rating System 5-Year Verification to the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) for floodplain management

WHEREAS, the National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program offered by the Federal Emergency Management Agency (FEMA) to recognize and encourage community floodplain management activities that exceed minimum NFIP requirements; and

WHEREAS, the City of Moline has participated in the CRS program since 2010 as a Class 8 community which provides a 10 percent reduction in flood insurance premium rates for properties located in flood hazard areas; and

WHEREAS, to maintain participation in the CRS program the City's Chief Executive Officer must verify that the City of Moline continues to perform its stated floodplain management activities; and

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

That the Mayor is hereby authorized to sign and submit, on behalf of the City of Moline, the Community Rating System 5-Year Verification with all necessary attachments; provided said document is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A".

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Community _____ State _____ CID _____

CC-230 Verification

Date of visit		FIRM Effective Date
Population		Current FIRM Date
County	ISO/CRS Specialist	
Coordinator's Manual Year		2013
	Chief Executive Officer	CRS Coordinator
Name		
Title		
Address		
Phone		
E-mail		

I hereby certify that _____ [community name] is implementing the following activities [check the ones that apply]. We will continue to implement these activities and will advise FEMA if any of them are not being conducted in accordance with this certification. We will cooperate with the ISO/CRS Specialist's verification visit and will submit the documentation and annual recertification needed to validate our program.

- | | |
|--|--|
| ___ 310 (Elevation Certificates) | ___ 440 (Flood Data Maintenance) |
| ___ 320 (Map Information Service) | ___ 450 (Stormwater Management) |
| ___ 330 (Outreach Projects) | ___ (Repetitive Loss Requirements) |
| ___ 340 (Hazard Disclosure) | ___ 510 (Floodplain Management Planning) |
| ___ 350 (Flood Protection Information) | ___ 520 (Acquisition and Relocation) |
| ___ 360 (Flood Protection Assistance) | ___ 530 (Flood Protection) |
| ___ 370 (Flood Insurance Promotion) | ___ 540 (Drainage System Maintenance) |
| ___ 410 (Floodplain Mapping) | ___ 610 (Flood Warning and Response) |
| ___ 420 (Open Space Preservation) | ___ 620 (Levees) |
| ___ 430 (Higher Regulatory Standards) | ___ 630 (Dams) |

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of Federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the Special Flood Hazard Area is reduced by the amount of National Flood Insurance Program flood insurance coverage (structural and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed _____ (Chief Executive Officer)

Council Bill/Resolution No. 1145-2014
Sponsor: _____

A RESOLUTION

DECLARING the LiveScan electronic fingerprint scanning station in the police department as surplus property and authorizing the Finance Director to dispose of said surplus property.

WHEREAS, the above listed equipment was acquired by the police department in 2003 with grant funds and is no longer being used; and

WHEREAS, this Council finds and declares that the aforesaid equipment is surplus property and not necessary or useful to or in the best interest of the City.

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

That this Council finds and declares that the aforesaid seven in-car video recording systems are surplus property and authorizes the Finance Director to dispose of said property.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the disposal of said property by destroying it.

CITY OF MOLINE, ILLINOIS

Mayor
October 14, 2014

Date

Passed: October 14, 2014

Approved: October 21, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney



FIXED ASSET DISPOSAL FORM

TO REPORT ASSETS TRANSFERRED TO ANOTHER DIVISION OR DEPARTMENT, ASSETS SOLD, TRADED, ABANDONED OR OTHERWISE TAKEN PERMANENTLY OUT OF SERVICE.

PLEASE FILL OUT ALL ITEMS THAT APPLY AND ARE KNOWN. ITEMS WITH ASTERISK (*) MUST BE COMPLETED. SIGN AND DATE FORM AND FORWARD TO ACCOUNTING AS SOON AS POSSIBLE AFTER DISPOSAL.

*Fund-Dept-Division: 010-0919	
*Date of Disposal: 10/15/2014	
*Quantity: One (1)	
*Asset Type: MME	
*Description: LiveScan fingerprinting station	
Serial Number: S00157	
Tag Number : 1634	
Asset Number: n/a	
Vehicle Equipment Number: n/a	
Method of Disposal: Disposal	
Buyer: n/a	
Cash or Trade-In Received: n/a	Check No.
Date Originally Purchased: 09/11/2003	
Original Cost: \$44,060.00	
Comments: Purchased with grant funds. I.T. staff, as well as provider of new system, report that the equipment is unusable and not worth anything.	
Form Prepared By: Jody Walker	
Date: 09/30/2014	

Council Bill/Resolution No.: 1146-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the City Administrator to implement a health insurance premium incentive of \$25 per participant per month (maximum of \$50 per month for employee/retiree and eligible spouse) for participants in the City's Wellness Program for the 2015 Plan Year.

WHEREAS, the City is implementing a voluntary Wellness Program for employees, retirees under 65 and eligible spouses to control long-term health care costs and educate individuals on their current and potential health issues; and

WHEREAS, in an effort to increase involvement, staff is proposing a discount on health insurance premiums for those that participate in the program, which requires that they complete a biometric screen, health risk assessment and health coaching, if necessary; and

WHEREAS, the aforementioned discount is the same as was negotiated with all 4 of the City's bargaining units.

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

That the City Administrator is authorized to implement a health insurance premium incentive of \$25 per participant per month (maximum of \$50 per month for employee/retiree and eligible spouse) for participants in the City's Wellness Program for the 2015 Plan Year.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an amendment to an existing agreement with Shive-Hattery, Inc. for the provision of professional engineering and environmental services related to the preparation of certain utility and site preparation design and construction documents at a cost not to exceed \$9,300 for said work subject to the amendment.

WHEREAS, the City Council did approve an agreement with Shive-Hattery, Inc. for the provision of professional engineering and environmental services related to the preparation of certain utility and site preparation design and construction documents; and

WHEREAS, it has been deemed desirable to amend said agreement by adding additional engineering design services related to developing roadway plans for the proposed Hawk Hollow development; and

WHEREAS, the City of Moline has budgeted funds, in part, to develop engineering and environmental development designs and documents for the purpose of promoting residential development at said site.

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

The Mayor and City Clerk are hereby authorized to execute an amendment to an existing agreement with Shive-Hattery, Inc. for the provision of professional engineering and environmental services related to the preparation of certain utility and site preparation design and construction documents at a cost not to exceed \$9,300 for said work subject to the amendment; provided said contract amendment 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
October 14, 2014
Date

Passed: October 14, 2014
Approved: October 21, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

PROJECT: Moline 5th Ave & 8th St Subdivision Utilities

PROJECT LOCATION: Moline, IL

ORIGINAL AGREEMENT DATE: August 25, 2014

AMENDMENT NO.: 1

AMENDMENT DATE: September 26, 2014

The City of Moline and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION

ADD

Our services are amended to include design of the roadway and grading for the building pad areas. We will also prepare a Stormwater Pollution Prevention Plan (SWPPP) for the development.

SCOPE OF SERVICES

The services for the project are ADDED as follows:

1. Surveying Services
 - a. Conduct additional topographic survey in order to design the roadway and grading for the building pads. The remainder of the topographic information for the design will be gathered from City provided information and available aerial information.
2. Design and Construction Documents
 - a. Complete the preliminary design for the roadway and grading for the building pads. (75% complete plans)
 - b. Prepare a SWPPP.
 - c. Submit the design documents and SWPPP to you for your review and comments.
 - d. Complete the final design and construction documents incorporating your review comments.
 - e. Publish the IL EPA Notice of Intent and revise the SWPPP incorporating City review comments then submit to the IL EPA.
 - f. Submit construction documents to you for your final review.
 - g. Finalize the construction documents and submit one (1) signed hard copy and the electronic pdf files of the documents to you for your use.

CLIENT RESPONSIBILITIES

Client responsibilities for the project are added/deleted or revised as follows:

NO CHANGES

SCHEDULE

The Amendment Number 1 scope of services will be completed 45 calendar days after we receive the executed agreement.

COMPENSATION

The compensation for the project is added:

Scope of Services included in this Amendment \$9,300 Fixed Fee



ADDITIONAL SERVICES

ADD

- 1. Preparation of platting documents.

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,

SHIVE-HATTERY, INC.



Marti Ahlgren, PMP
mahlgren@shive-hattery.com



Daniel C. Solchenberger, P.E.
dsolchenberger@shive-hattery.com

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Moline

BY: _____ TITLE: _____
(signature)

PRINTED NAME: _____ DATE ACCEPTED: _____

PMH/mna

Council Bill/Resolution No.: 1148-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to sign a liquor license consent form granting the City's consent for a Class AA – Restaurant Beer & Wine Only Liquor License to be issued to Milltown Coffee at 3800 River Drive.

WHEREAS, pursuant to Section 4-3202 (a) of the Moline Code of Ordinances, a majority of the surrounding property owners within a radius of 150 feet of the front of the center of the building shall consent to the issuance of a liquor license; and

WHEREAS, the City owns property adjacent to the aforementioned premises.; and

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 sign a liquor license consent form granting the City's consent for a Class AA – Restaurant Beer & Wine Only Liquor License to be issued to Milltown Coffee at 3800 River Drive; provided, however, that said consent form is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

October 14, 2014

Date

Passed: October 14, 2014

Approved: October 21, 2014

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Great River Trail

Great River Trail

River Dr

River Dr

River Dr

Milltown Coffee

38th St

3800 River Dr

© 2015 Google

SURROUNDING PROPERTY OWNERS
CONSENT FORM
LIQUOR LICENSE
City of Moline



Parcel Number: 08-1558
Property Owner Name: CITY OF MOLINE
Property Address: 3915 RIVER DRIVE MOLINE, IL, 61265
Billing Address: 619 16TH STREET, MOLINE, IL, 61265

As a nearby property owner, I/we DO NOT object to a
Class AAA – RESTAURANT BEER & WINE ONLY
liquor license being issued for the property located at:

3800 RIVER DRIVE Street, Moline, IL 61265

By: _____
Signature

Printed Name

Printed Title

Phone Number

Email Address

Date

By: _____
Signature

Printed Name

Printed Title

Phone Number

Email Address

Date

Council Bill/Resolution No.: 1149-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to approve of a Preliminary Engineering Services Agreement with Missman, Inc. for Motor Fuel Tax Section 15-00264-00-ES, Phase 1 Sylvan Island Bridge.

WHEREAS, Missman, Inc. proposes to provide Phase 1 engineering services for the Sylvan Island Bridge Replacement Project for the hourly, not-to-exceed price of \$79,450.00; and

WHEREAS, Phase 1 engineering includes survey, environmental, and preliminary design work necessary for the development of the plans and specifications; and

WHEREAS, staff recommends approval of the Agreement.

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

That the Mayor and City Clerk are hereby authorized to approve of a Preliminary Engineering Services Agreement with Missman, Inc. for Motor Fuel Tax Section 15-00264-00-ES, Phase 1 Sylvan Island Bridge; 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

October 14, 2014

Date

Passed: October 14, 2014

Approved: October 21, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Municipality Moline	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Missman, Inc.
Township Moline				Address 1011 27 th Avenue, PO Box 6040
County Rock Island				City Rock Island
Section 15-00262-00-BR				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Sylvan Island Pedestrian Bridge Replacement

Route N/A Length 0.042 Mi. 220 FT (Structure No. N/A)

Termini From edge of existing river front bike path to 10 Feet beyond end of bridge onto Sylvan Island.

Description:

Remove the existing truss bridge and construct a new pre-engineered pedestrian bridge on the existing substructures and associated approach path work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 2, 4, 5 and 6 in accordance with our Hourly Rates stipulated below for an Hourly Not to Exceed price of \$ 79,450.00. See Attachment A for breakdown.

<u>Classification</u>	<u>Rate</u>
Principal	\$175.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
Project Engineer	\$115.00
Design Engineer	\$80.00
Land Survey Manager	\$140.00
Land Surveyor	\$120.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$100.00
Engineering Technician	\$70.00
CAD Operator	\$55.00
Construction Services Manager	\$130.00
Construction Services Senior Technician	\$95.00
Construction Services Technician	\$75.00
Project Coordinator II	\$80.00
Project Coordinator I	\$60.00
Environmental Scientist	\$70.00
Clerical & Administration	\$50.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2014
Missman, Inc.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1d, 1h, 1k, and 3 under the ENGINEER AGREES at the hourly rates stipulated in Paragraph 1, The LA Agrees, for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs above. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Partial payments will be made to the ENGINEER on a monthly basis as the work progresses. Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 100% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1k under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 100 percent of the total fee due under this AGREEMENT, less any amounts paid under "a".
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated for personnel assigned to this SECTION. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST: _____ of the
City of Moline
(Municipality/Township/County)
State of Illinois, acting by and through its
By _____

Clerk
(Seal)
By _____
Title _____

Executed by the ENGINEER:

ATTEST: _____
Missman, Inc.
1011 27th Avenue, P.O. Box 6040
Rock Island, IL 61204-6040
By _____
John B. Fellman, P.E., S.E. Robert J. Strombeck
Title Structural Transportation Manager Title CFO

Approved

Date
Department of Transportation

Regional Engineer

ATTACHMENT A
 Sylvan Island Pedestrian Bridge Replacement
 Motor Fuel Tax Funds - Preliminary Engineering I
 July 30, 2014

Sylvan Island Bridge
 Section 15-00262-00-BR

Exist S.N.: N/A

Proposed: Pre-engineered Truss Bridge on Existing Substructure
 Preliminary Engineering I Services Agreement Breakdown of Costs

Administration & QC/QA	Principal	2	x	\$175	=	\$	350
	Sr. Proj. Manager	16	x	\$140	=	\$	2,240
		<u>18</u>				\$	2,590

1a) Topographic Survey - Office	PLS Manager	24	x	\$140	=	\$	3,360
	Party Chief	4	x	\$75	=	\$	300
	Engineering Tech	32	x	\$70	=	\$	2,240
		<u>60</u>				\$	5,900

1a) Topographic Survey - Field	Party Chief	60	x	\$75	=	\$	4,500
	Survey Tech	60	x	\$50	=	\$	3,000
		<u>120</u>				\$	7,500

1a) Boundary Survey - Office	PLS Manager	100	x	\$140	=	\$	14,000
	Party Chief	4	x	\$75	=	\$	300
	Engineering Tech	32	x	\$70	=	\$	2,240
		<u>136</u>				\$	16,540

1a) Boundary Survey - Field	Party Chief	60	x	\$75	=	\$	4,500
	Survey Tech	60	x	\$50	=	\$	3,000
		<u>120</u>				\$	7,500

1a) Survey Total: 436 = \$ 37,440

1b) Stream & Floodplain hydraulic Survey N/A

1c) Soil Investigation - Outside Services N/A

1d) Traffic Studies N/A

1e) Joint Application Form (404 Permit)	Proj. Engineer	2	x	\$115	=	\$	230
	Enviro. Scientist	8	x	\$70	=	\$	560
	Clerical	2	x	\$50	=	\$	100
		<u>12</u>				\$	890

1f) Bridge Condition Report (BCR)	Sr. Proj. Manager	8	x	\$140	=	\$	1,120
	Proj. Engineer	24	x	\$115	=	\$	2,760
	Clerical	2	x	\$50	=	\$	100
		<u>34</u>				\$	3,980

ATTACHMENT A

Sylvan Island Pedestrian Bridge Replacement
Motor Fuel Tax Funds - Preliminary Engineering I
July 30, 2014

1f) Prelim. Bridge Design & Hydraulic Report	Hours		Rate		Total
Sr. Proj. Manager	8	x	\$140	=	\$ 1,120
Proj. Engineer	24	x	\$115	=	\$ 2,760
Sr. Eng. Tech	16	x	\$100	=	\$ 1,600
Clerical	4	x	\$50	=	\$ 200
	<u>52</u>				<u>\$ 5,680</u>

1f) Type, Size and Location (TSL) Bridge Plan (Preliminary Plans)	Hours		Rate		Total
Sr. Proj. Manager	16	x	\$140	=	\$ 2,240
Proj. Engineer	60	x	\$115	=	\$ 6,900
Sr. Eng. Tech	40	x	\$100	=	\$ 4,000
Clerical	8	x	\$50	=	\$ 400
	<u>124</u>				<u>\$ 13,540</u>

1g) Final Plans, Special Provisions, Proposals, and EOC **N/A**

1h) ROW Plats & Easements **N/A**

1i) Tabs & Interpretation of Contractor's Proposals **N/A**

1j) Environmental Documents - EcoCAT & ESR, Wetland Assessment	Hours		Rate		Total
Proj. Engineer	16	x	\$115	=	\$ 1,840
Enviro. Scientist	75	x	\$70	=	\$ 5,250
Sr. Eng. Tech	8	x	\$100	=	\$ 800
Clerical	8	x	\$50	=	\$ 400
	<u>107</u>				<u>\$ 8,290</u>
Order Environmental Data Base Report				=	<u>\$ 120</u>
				Total	<u>\$ 8,410</u>

1k) Project Development Report	Hours		Rate		Total
Sr. Proj. Manager	8	x	\$140	=	\$ 1,120
Proj. Engineer	40	x	\$115	=	\$ 4,600
Sr. Eng. Tech	8	x	\$100	=	\$ 800
Clerical	8	x	\$50	=	\$ 400
	<u>64</u>				<u>\$ 6,920</u>

Missman, Inc. Total:	847	Hrs	=	\$ 79,450
Outside Services:			=	\$ -
Project Total:	847	Hrs	=	\$ 79,450

General Notes:

1. City of Moline will need to sign off on the past hydraulic history of the structure, and that it has not been the cause of demonstrable flood damage.
2. Hydraulic analysis is not anticipated for submittal of the PBDHR. If IDOT requires such analysis, the USACE will need to be consulted/hired to create the hydraulic model.
3. Per the meeting with IDOT, the ESR submittal will prompt the State to conduct a mussel survey for the City at no cost to them.

Environmental Assumptions:

- The project will be cleared environmentally by IDOT and no PESA or additional intrusive environmental assessment will be required.
- The project will be permitted under the Nationwide 404 permit program, and wetland/waterway impacts (if any) will not result in mitigation requirements.
- No additional Section 106 Historical/Cultural review assessment (Phase I) for the potential for archaeological significance at the project site will be required. Any intrusive archaeological study to determine if potential cultural resources are on the site will be at an additional cost.
- No Threatened & Endangered Species/habitat will be impacted on this project. Any field assessment to determine if threatened & endangered species or preferred habitat will be at an additional cost. Potential species/species habitat impacted may include (but not limited to) Bald Eagle, Indiana Bat, and mussel species.
- Below are estimated costs associated with assessments for particular species:
 - Bald Eagle/Indiana Bat – Field assessment & reporting \$2,800
 - Listed Mussels – Contract a subcontractor to assess for \$15,000
 - Note: It is anticipated that IDOT will conduct the Mussel Survey

Sylvan Slough Bridge Property Survey and Research:

Research Assumptions:

1. Deed and easement research on 4 known parcels
2. Deed and ROW search along river
3. Research could take several days to complete

Property Survey Assumptions:

1. Old part of town and there may not be much original evidence of property lines
2. Industrial area with a lot of past construction
3. Locating river high water mark
4. Determining property lines on island could be difficult
5. Collecting all the filed data will take several days
6. Compiling data and calculating boundaries will take several days

Topographic Survey Assumptions:

1. River and tree covered areas will be the most difficult

Council Bill/Resolution No.: 1150-2014
Sponsor: _____

A RESOLUTION

APPROVING a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 15-00264-00-ES, Phase 1 Sylvan Island Bridge.

WHEREAS, a Resolution for Improvement is necessary to use budgeted MFT funds for the design of Phase 1 Sylvan Island Bridge; and

WHEREAS, MFT funds were not budgeted for this project in 2014, but are available.

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 approve a Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 15-00264-00-ES, Phase 1 Sylvan Island Bridge; 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 Law Director.

CITY OF MOLINE, ILLINOIS

Mayor

October 14, 2014

Date

Passed: October 14, 2014

Approved: October 21, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney



BE IT RESOLVED, by the City Council of the
City of Moline Illinois
Council or President and Board of Trustees
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Sylvan Island Bridge			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Phase 1 Engineering for the Sylvan Island Bridge
Replacement Project

and shall be constructed 12' wide
and be designated as Section 15-00264-00-ES

2. That there is hereby appropriated the (additional Yes No) sum of seventy nine thousand four hundred fifty
Dollars (\$79,450.00) 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
City, Town or Village
County of Rock Island , hereby certify the
foregoing to be a true, perfect and complete copy of a resolution adopted
by the City Council
Council or President and Board of Trustees
at a meeting on _____
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
_____ day of _____
(SEAL)

City, Town, or Village Clerk

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with High Rent L.L.C. for property located at 1224 4th Avenue and the parking lot adjacent to 1202 4th Avenue, Moline, Illinois, and a Lease of Parking Spaces.

WHEREAS, the City wishes to acquire the property located at 1224 4th Avenue and the parking lot adjacent to 1202 4th Avenue, Moline, Illinois; and

WHEREAS, High Rent L.L.C., the owner of said property, has agreed to sell and convey the property to the City and the City has agreed to purchase the property for \$350,000, using City funds, pursuant to the terms and conditions set forth in the Agreement for Sale of Real Estate; and

WHEREAS, the Federal Transit Administration has included the property in the project scope for the Multi-Modal facility, to be known as "The Q," so that grant funds may be used for improvement of the property for parking for Amtrak passengers; and

WHEREAS, as part of the Agreement for Sale of Real Estate, the City agrees to lease 14 parking spaces to High Rent L.L.C. in the City-owned "Lot O" located at 1211 5th Avenue, Moline, in accordance with the Lease of Parking Spaces.

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 an Agreement for Sale of Real Estate with High Rent L.L.C. for property located at 1224 4th Avenue and the parking lot adjacent to 1202 4th Avenue, Moline, Illinois (Parcel Numbers MO-552 and part of MO-557), for \$350,000; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the same officials are hereby authorized to execute the Lease of Parking Spaces; provided, however, that said Lease is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit B and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the same officials are hereby authorized to execute all necessary documents referenced therein; and all appropriate City officers and staff are further authorized to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement and Lease.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage.

CITY OF MOLINE, ILLINOIS

Mayor

October 7, 2014

Date

Passed: October 7, 2014

Approved: October 14, 2014

Attest: _____

City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), located in Moline, Illinois, and **HIGH RENT, L.L.C.**, an Illinois limited liability company (hereinafter "**Seller**"), located in Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Sellers are willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 1224 4th Avenue and the parking lot adjacent to 1202 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 **Three Hundred Fifty Thousand and No/100ths Dollars (\$350,000.00)** (hereinafter "**Purchase Price**") payable by certified funds to Sellers at the time of closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before **the 31st day of October, 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 Sellers, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Possession shall be given at closing.

Sec. 3. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Seller shall convey title to the Property by Warranty Deed ("Deed"). Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer's rights. 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.

1. Seller shall be current on all tax payments and shall pro-rate general real estate taxes for the current tax year at time of closing; and
2. 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 mortgage, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required. Seller shall, at its sole cost and expense and prior to closing, deliver to Buyer a title commitment for an Owner's title policy issued by a title company showing good and indefeasible title to the Property vested solely in Seller. On the closing date, Seller shall cause the title company to issue an Owner's Policy of Title Insurance covering the Property in the amount of the Purchase Price, showing fee simple title vested in Buyer. 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) Affidavit of Foreign Status. Sellers will sign an affidavit that Sellers are not a "foreign person" under the Internal Revenue Act of 1862, as amended.

(f) 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.

(g) Unrecorded Liens, Assessments, Security Interests. Seller represent that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

**Sec. 4. PROPERTY CONDITION AND CERTAIN
OTHER ACTION BY BUYER**

- (a) Property Condition. Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof and performed a Phase I environmental assessment that resulted in the finding of an oil drum on the Property; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property in “As Is” condition except that Seller shall remove the oil drum on the Property prior to closing.
- (b) Utility Payments. Upon closing, the Buyer will be responsible for all utility payments, including but not limited to, water, sewer, storm water, electricity, and gas bills.
- (c) Grant of Easement. Contemporaneous with the conveyance of the Property to Buyer, Buyer shall grant an easement to Seller over the west fifteen (15) feet of the Property. The Easement shall be documented by a separate document and will be recorded.
- (d) Replacement Parking. Contemporaneous with the conveyance of the Property to Buyer, Buyer shall execute an agreement that provides Seller, at no cost to Seller, with 14 parking spaces located in the Property or in the City-owned parking lot to the south of the building located at 1202 4th Avenue, commonly referred to as Lot “O,” the location of said spaces to be determined by the Buyer on an annual basis in accordance with the agreement for said parking.

**Sec. 5. COVENANTS BINDING UPON SUCCESSORS IN INTEREST:
PERIOD OF DURATION**

It is intended and agreed that any covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by, the Buyer, its successors and assigns, the Buyer, and any successor in interest to the Property, or any part thereof.

**Sec. 6. CONFLICT OF INTEREST; CITY’S REPRESENTATIVES NOT
INDIVIDUALLY LIABLE**

No member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or interest of any corporation, partnership or association in which he is directly, indirectly, interested. No member, official or employee of the City shall be personally liable to the City or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

Sec. 7. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this

Agreement.

Sec. 8. 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. 9. 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. 10. 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. 11. 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. 12. ACCEPTANCE BY BUYER

Until accepted by the Buyer, this document constitutes an irrevocable offer to sell by the Seller on the terms stated above. Seller acknowledges and agrees that this Agreement is subject to Buyer's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by October 28, 2014, this offer and Agreement shall be void. The parties understand that the City Council may

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 (Buyer)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

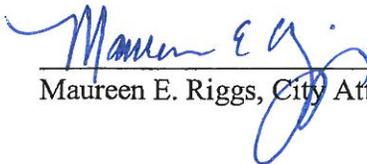
STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND) ss:

On this _____ day of _____, 2013, 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

Approved as to form:



Maureen E. Riggs, City Attorney

Prepared by:

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

SCHEDULE A

High Rent, L.L.C. Sale to City of Moline

1224 4th Avenue and the parking lot adjacent to 1202 4th Avenue, Moline, Illinois

Legal Description

PLAT OF SURVEY

LOT 1, 2, AND PART OF LOT 3, ALL IN BLOCK 28 IN THE ORIGINAL TOWN OF MOLINE, BEING PART OF THE WEST HALF OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS.

DESCRIPTION

Lot 1, 2 and part of Lot 3, all in Block 28 in the Original Town of Moline, being part of the West Half of Section 32, Township 18 North, Range 1 West of the 4th Principal Meridian, Rock Island County, Illinois, more particularly described as follows:
 Beginning at a found #5 rebar at the northeast corner of Lot 1 in said Block 28;
 Thence South 25 degrees 43 minutes 10 seconds East along the east line of said Lot 1, a distance of 152.84 feet to the southeast corner of said Lot 1, said corner also being on the north line of 20 feet wide Public Alley;
 Thence South 64 degrees 35 minutes 17 seconds West along the north line of said Public Alley, a distance of 284.34 feet;
 Thence North 345 minutes 49 minutes 01 seconds West, a distance of 92.15 feet to the southeasterly corner of an existing building;
 Thence continuing North 25 degrees 49 minutes 01 seconds West along the east line of said building, a distance of 49.47 feet to the point of beginning, containing 0.713 acres, more or less and is subject to all easements of record.

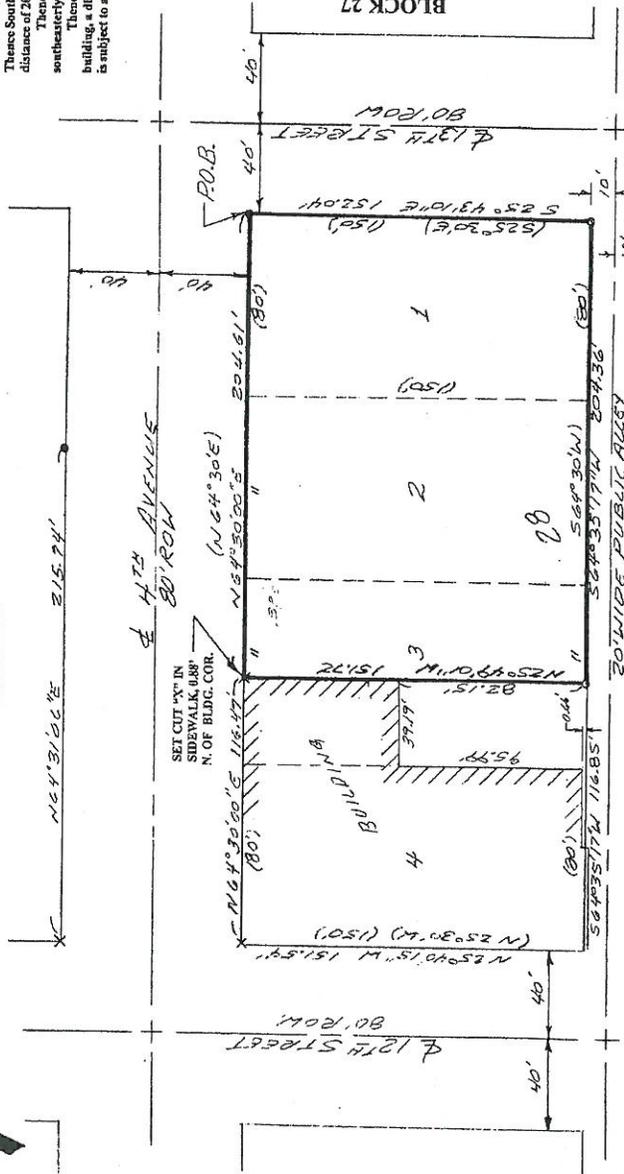


LEGEND
 MEASURED DISTANCE = 0.00'
 RECORD DISTANCE = (0.00')
 MONUMENTS SET
 #4 REBAR W/ CAP NO. 35-2816 = ○
 CUT "X" IN CONC. = X
 MONUMENTS FOUND
 #5 REBAR = ⊕
 CUT "X" IN CONC. = X
 BOUNDARY LINE = ———
 ROAD CENTER LINE = ———
 BUILDING WALL = |||

HEREBY CERTIFY THAT THIS SURVEY DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT IT CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Charles G. Lehman
 CHARLES G. LEHMAN
 ILLINOIS PROF. L.S. NO. 35-2816
 MY LICENSE RENEWAL DATE IS NOV. 30, 2014
 PAGES COVERED BY THIS SEAL: 06/1
 DATE SURVEY WAS MADE: 7-15, 2013

BLOCK 15



PREPARED FOR
 CITY OF MOLINE
 MAUREEN RIGGS, ATTORNEY
 619 - 16TH STREET
 MOLINE, IL. 61265

AREA = 0.713± AC.

PREPARED BY
 C. LEHMAN LAND SURVEYING
 2 TIMBER RIDGE DR.
 COAL VALLEY, IL. 61240
 PH (309) 799-7702 CELL (563) 340-9448



JOB NO. 113-153

LEASE OF PARKING SPACES

This Lease of Parking Spaces ("Lease"), by and between the City of Moline, a municipality located in Rock Island County, Illinois ("Lessor") and HIGH RENT, LLC, whose address is 111 Rue Jean Lafitte, Suite 103, Lafayette, LA 70508. ("Lessee").

WITNESSETH:

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, subject to the terms and conditions herein set forth, fourteen (14) parking spaces located in the following property (hereinafter sometimes referred to as the "Property" or the "Parking Spaces"):

1211 5th Avenue, Moline, Illinois; (commonly referred to as the "Lot O");

Lot O being legally described as follows:

Lot 6 of Old Town Addition located in the City of Moline, County of Rock Island, State of Illinois; (known as Parcel No. 08-5560)

To be used as parking for Lessee's guests, invitees and tenants. A map showing the location of the Parking Spaces is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Lessor and Lessee agree as follows:

1. Grant of Parking Lease. Lessor hereby leases to Lessee said Property for the purpose of parking, to be available twenty-four hours per day, seven days per week. The Parking Spaces assigned the Lessee shall be for the exclusive use of Lessee and its guests, invitees and tenants and shall be marked for such exclusive use.
2. Term. The term of this Lease shall be for one (1) year and shall renew automatically each year, year to year, unless Lessee notifies Lessor of its desire to terminate this Lease. Lessor shall not have the right to terminate this Lease without the written consent of Lessee.
3. Rent. No rent shall be payable to Lessor for the Parking Spaces.
4. Use Limited to Parking. Lessee agrees to use the demised Parking Spaces only for the parking of automobiles and light trucks and for no other purpose by Lessee or any other person. It is understood that the Parking Spaces are to be used by the guests, invitees and tenants of Lessee and Lessee will not otherwise hold the Property open for use by the general public nor will Lessee sublease or collect any rate or charge for the parking of a motor vehicle on the Property.

5. Assignment. Lessee may assign, sublet or otherwise transfer, convey or pledge its tenancy interest in this Lease without consent of Lessor, provided that the assignment is to the Lessee's successors and assigns of the real estate currently owned by Lessee located at 1202 4th Avenue, Moline, IL ("Lessee's Land"). This Lease shall run with Lessee's Land.
6. Compliance with Laws. Lessee shall, during the term of this Lease abide by and conform to, and cause others to abide by and conform to, all laws and governmental rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property.
7. Indemnification. Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to property, which occurs in any manner from any cause or causes during the term of this Lease and Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Parking Spaces during the term of this Lease. Lessor or Lessor's agents or assigns are not responsible for any loss, theft or damage to any property left in any vehicle while in, or being driven to and from, the Parking Spaces.
8. Reassignment of Parking Spaces. Lessor shall have the right at any time following the execution of this Lease, and upon thirty days written notice, to reassign Lessee to different parking spaces located on the Property on the same terms and conditions as provided in the Lease. Further, Lessor shall have the right to relocate the Parking Spaces to another parking facility or lot owned by the Lessor and approved by the Lessee, such approval not to be unreasonably withheld, provided that the new location of the Parking Spaces is contiguous to Lessee's property.
9. Rules and Regulations. Lessor may provide reasonable rules and regulations for the use of the Parking Spaces and may change the same from time to time, however, there shall be no charge for the use of the Parking Spaces. Further Lessor shall perform all maintenance to maintain the Parking Spaces in good condition, reasonable wear and tear excepted, including snow removal.

LESSOR:

CITY OF MOLINE, ILLINOIS

By: _____

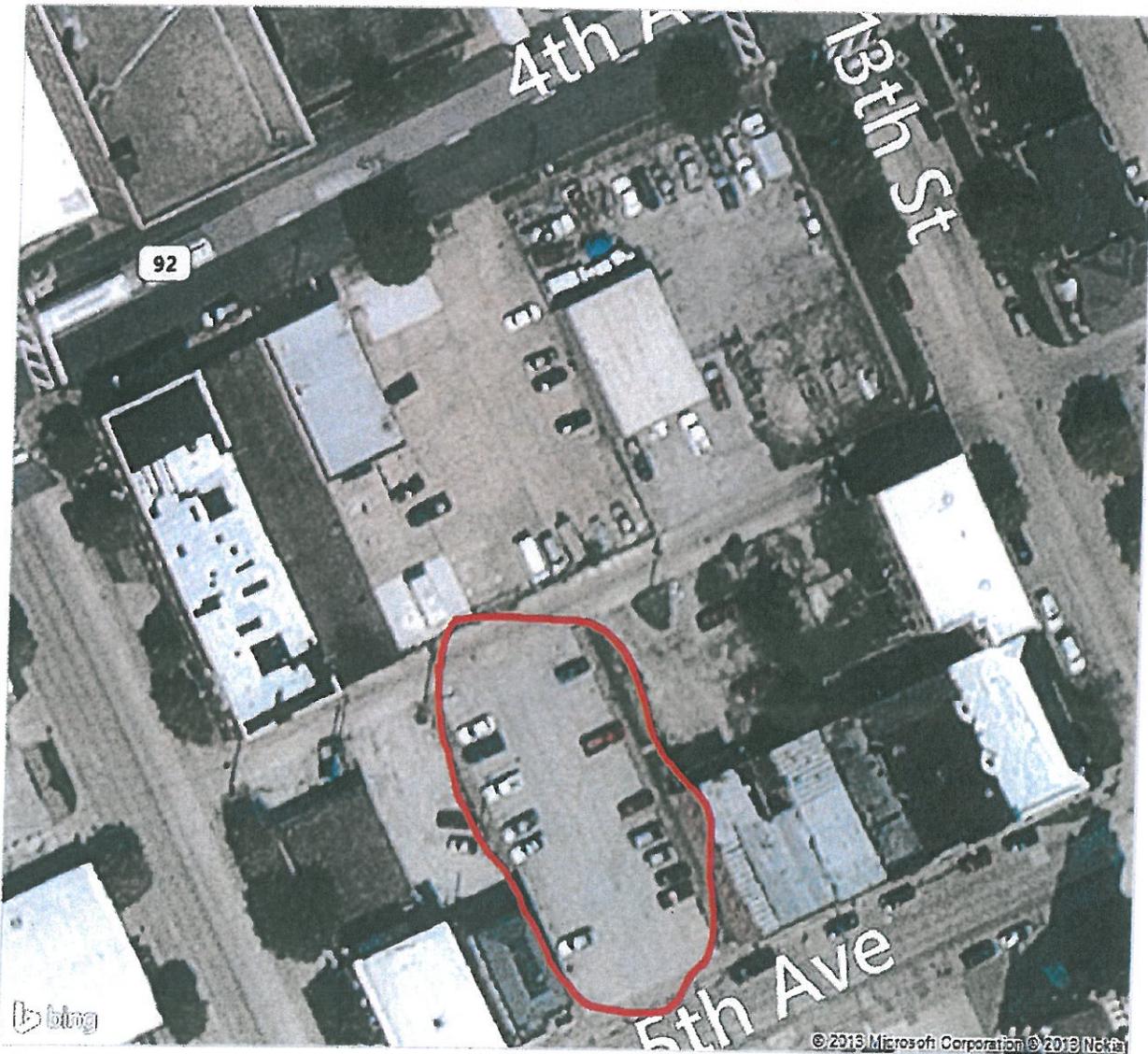
LESSEE:

HIGH RENT, LLC

By:  _____
Jeff High, Its Manager

My Notes

On the go? Use m.bing.com to find maps, directions, businesses, and more



Bird's eye view maps can't be printed, so another map view has been substituted.

Council Bill/General Ordinance No. 3024-2014

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” by repealing Section 35-3406(a) in its entirety and enacting in lieu thereof one new Section 35-3406(a) relating to the same subject matter; amending Section 35-3408 by enacting one new subsection (o) entitled “Sales and Service, Cannabis Dispensing;” amending Section 35-3410 by enacting one new subsection (k) entitled “Industrial, Cannabis Cultivation;” and amending Section 35-3401, “Table 35-3401.1 Permitted Land Uses,” by adding new land use designations to correspond with the amendments to Sections 35-3408 and 35-3410.

WHEREAS, the State of Illinois enacted the Compassionate Use of Medical Cannabis Pilot Program Act (“Act”), effective January 1, 2014, which pertains to the cultivation and dispensing of medical marijuana; and

WHEREAS, according to the Act, cultivation centers and dispensing facilities will be permitted to locate within municipalities, subject only to the limitation imposed by the Act and reasonable zoning ordinances enacted by local municipalities; and

WHEREAS, upon review of the Act, the Moline Plan Commission determined that facilities defined in the Act as a “dispensing organization” and a “cultivation center” should be allowed as permitted uses within particular zoning districts in the City of Moline; and

WHEREAS, on September 17, 2014, upon due notice of hearing, the Plan Commission held a public hearing in regard to the proposed amendments to Chapter 35 of the Moline Code of Ordinances; and

WHEREAS, on said date, the Plan Commission recommended approval of the proposed amendments to the Moline Code of Ordinances’ land use designations to include “Sales and Service, Cannabis Dispensing” in the City’s B-4 Zoning District and “Industrial, Cannabis Cultivation” in the City’s I-1 and I-2 Zoning Districts; and

WHEREAS, this Council has received the recommendations of the Plan Commission for the proposed amendments, said recommendations having been formed after public hearing upon due notice, research, and input from City staff; and

WHEREAS, this ordinance will amend Chapter 35 of the Moline Code of Ordinances to incorporate the proposed amendments in accordance with the objective and provisions of the Act.

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

Section 1 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” is hereby amended by repealing Section 35-3406(a) in its entirety and enacting in lieu thereof one new Section 35-3406(a) relating to the same subject matter, which shall read as follows:

“SEC. 35-3406. PRINCIPAL AGRICULTURAL LAND USES.

(a) **CULTIVATION.** Description: Cultivation land uses include all operations primarily oriented to the on-site raising of plants. This land use includes trees which are raised as a crop to be replaced with more trees after harvesting, such as in nursery or Christmas tree operations and commercial greenhouses. The raising of plants for consumption by farm animals is considered cultivation if said plants are consumed by animals which are located off-site. Such land uses do not include cultivation centers registered by the State of Illinois to produce medical cannabis (see Sec. 35-3410(k)).

(1) **Regulations:**

- a. On lots zoned and platted for non-agricultural uses, cultivation areas shall not exceed 20% of the lot's area;
- b. Cultivation areas shall not be located within the required front yard of any platted lot or lot developed with a use other than agriculture;
- c. Agricultural land uses are exempt from the surfacing requirements of Sec. 35-5100(g).

(2) **Uses similar from ILOCUZC:**

- a. Agriculture (not including the raising of livestock);
- b. Agriculture (not including the raising of livestock) and commercial summer gardens;
- c. Nurseries, commercial.

* * * * *

Section 2 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” Section 35-3408, is hereby amended by enacting one new subsection (o) entitled “Sales and Service, Cannabis Dispensing,” which shall read as follows:

“SEC. 35-3408. PRINCIPAL COMMERCIAL LAND USES.

* * * * *

(o) **SALES AND SERVICE, CANNABIS DISPENSING.** Description: In accordance with the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1, and subsequent amendments, a Sales and Service, Cannabis Dispensing land use is any state-registered dispensing organization which acquires medical cannabis from registered cultivation centers for the purpose of dispensing medical cannabis products to registered qualifying patients.

(1) **Regulations:**

- a. Must be in full compliance with all applicable state statutes and regulations.”

Section 3 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances,” Article III, Division 4, “LAND USE REGULATIONS,” Section 35-3410 is hereby amended by enacting one new subsection (k) entitled “Industrial, Cannabis Cultivation,” which shall read as follows:

“SEC. 35-3410. PRINCIPAL STORAGE, WHOLESALING AND INDUSTRIAL LAND USES.

* * * * *

(k) **INDUSTRIAL, CANNABIS CULTIVATION.** Description: In accordance with the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1, and subsequent amendments, an

Industrial, Cannabis Cultivation land use is any cultivation facility registered by the State of Illinois to perform necessary activities to provide only registered medical cannabis to registered dispensing organizations.

(1) **Regulations:**

- a. Must be in full compliance with all applicable state statutes and regulations.”

Section 4 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” Section 35-3401, Table 35-3401.1, is hereby amended by adding one new land use designation (o) entitled “Sales and Service, Cannabis Dispensing,” under “Principal Commercial Land Uses (Sec. 35-3408),” which shall read as follows:

**“Table 35-3401.1
Permitted Land Uses**

														Type of Land Use		
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)			
																Principal Commercial Land Uses (Sec. 35-3408)
					P	P	P	P	P	P	P	P	P			(a) Office
					P	P	P	P	P	P	P					(b) Personal or Professional Service, Limited
						P	P	P	P	P						(c) Sales and Service, General
								S	P	P	P					(d) Sales and Service, Intensive
					S	S		S	S	P	P					(e) Sales and Service, In-Vehicle
										P	P					(f) Sales and Service, Outdoor Display
						S	P	P	P	P	P					(g) Restaurant
						P			P	P	P					(h) Lodging
								P	P	P	P					(i) Entertainment, Indoor
S											S	S	S			(j) Entertainment, Outdoor
												P	P			(k) Entertainment, Adult
								S	S	S	P	P	P			(l) Vehicle Repair and Maintenance, Minor
											P	P	P			(m) Vehicle Repair and Maintenance, Major
P	P										P	S	S			(n) Animal Boarding Services
											P					(o) Sales and Service, Cannabis Dispensing

and by adding one new land use designation (k) entitled “Industrial, Cannabis Cultivation,” under “Principal Storage, Wholesaling and Industrial Land Uses (Sec. 35-3410),” which shall read as follows:

**“Table 35-3401.1
Permitted Land Uses**

Type of Land Use															
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)	Principal Storage, Wholesaling & Industrial Land Uses (Sec. 35-3410)	
														(a) Storage, Personal	
												P	P	P	(b) Storage and Wholesaling, Indoor
												P	P	P	(c) Storage and Wholesaling, Outdoor
												P	P	P	(d) Contractor Shops
														S	(e) Junkyard or Salvage Yard
														S	(f) Waste Disposal Facility
						P							P	P	(g) Industrial, Light
														P	(h) Industrial, General
														S	(i) Industrial, Intensive
S	S													S	(j) Extraction Use
												P	P		(k) Industrial, Cannabis Cultivation

* * * * *

Section 5 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

SEC. 35-3408.

PRINCIPAL COMMERCIAL LAND USES.

(f) **SALES AND SERVICE, CANNABIS DISPENSING.** Description: In accordance with the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1, and subsequent amendments, a Sales and Service, Cannabis Dispensing land use is any state-registered dispensing organization which acquires medical cannabis from registered cultivation centers for the purpose of dispensing medical cannabis products to registered qualifying patients.

(1) **Regulations:**

a. Must be in full compliance with all applicable state statutes and regulations.

(gh) **RESTAURANT.**

Type of Land Use														
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)	Principal Storage, Wholesaling & Industrial Land Uses (Sec. 35-3410)
														(a) Storage, Personal
											P	P	P	(b) Storage and Wholesaling, Indoor
											P	P	P	(c) Storage and Wholesaling, Outdoor
											P	P	P	(d) Contractor Shops
													S	(e) Junkyard or Salvage Yard
													S	(f) Waste Disposal Facility
						P						P	P	(g) Industrial, Light
												P	P	(h) Industrial, Cannabis Cultivation
													P	(hi) Industrial, General
													S	(ij) Industrial, Intensive
S	S												S	(jk) Extraction Use

SEC. 35-3410. PRINCIPAL STORAGE, WHOLESALING AND INDUSTRIAL LAND USES.

(h) **INDUSTRIAL, CANNABIS CULTIVATION.** Description: In accordance with the Illinois Compassionate Use of Medical Cannabis Pilot Program Act at 410 ILCS 130/1, and subsequent amendments, an Industrial, Cannabis Cultivation land use is any cultivation facility registered by the State of Illinois to perform necessary activities to provide only registered medical cannabis to registered dispensing organizations.

(1) **Regulations:**

a. Must be in full compliance with all applicable state statutes and regulations.

(hi) **INDUSTRIAL, GENERAL.**

Council Bill/General Ordinance No. 3025-2014

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, by repealing the chapter in its entirety and enacting in lieu thereof one new Chapter 23 relating to the same subject matter.

WHEREAS, the Park and Recreation Board has recommended that Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinance, be updated to include new provisions for the prohibition of smoking in any park and recreation area under the jurisdiction of the Park and Recreation Board; and

WHEREAS, the Board also recommends that Chapter 23 be amended to include updated provisions for the unified ordinance for trail use in the Quad Cities; and

WHEREAS, in addition to these amendments, City staff has reviewed Chapter 23 in full and made minor revisions to sections that are out of date or no longer required.

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

Section 1 – That Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, is hereby amended by repealing Chapter 23 in its entirety and enacting in lieu thereof one new Chapter 23, which shall read as follows:

"CHAPTER 23

PARKS AND RECREATION

- Art. I. Park and Recreation Board, §23-1100 - §23-1107**
- Art. II. Operation of Park and Recreational Facilities, §23-2100 - §23-2103**
- Art. III. Watercraft, Docks and Waterways**
 - Div. 1. In General, §23-3100 - §23-3102**
 - Div. 2. Operation of Watercraft, §23-3200 - §23-3210**
- Art. IV. Cemetery Operation, §23-4100 - §23-4107**
- Appendix 1. Restricted Areas of Parking/Boat Ramps**

ARTICLE I. PARK AND RECREATION BOARD

SEC. 23-1100. CREATED; COMPOSITION; APPOINTMENT OF MEMBERS.

There is hereby created and established a park and recreation board for the City which shall be composed of seven (7) members who shall be appointed by the mayor with the advice and consent of the City Council.

SEC. 23-1101. TERM OF OFFICE; VACANCIES.

The park and recreation board is a continuation of the playground and recreation board and the staggered terms of office of the members of said playground and recreation board shall be continued for their full term. Subsequent appointments shall be made for five-year terms, and members shall serve until their successors are appointed and qualified. In the case of vacancy, the mayor shall, with the advice and consent of the City Council, appoint a successor for the unexpired term.

SEC. 23-1102. COMPENSATION OF MEMBERS.

The members of the park and recreation board shall serve without compensation.

SEC. 23-1103. QUORUM.

A majority of the members of the park and recreation board shall constitute a quorum for the transaction of business.

SEC. 23-1104. ORGANIZATION.

The park and recreation board shall elect necessary officers and adopt such rules, bylaws and regulations as it may deem proper for the conduct of its work; however, said rules, bylaws and regulations shall be in writing and shall be on file with the city clerk for at least ten (10) days before same or any amendment thereto becomes effective.

SEC. 23-1105. POWERS.

The park and recreation board shall have the following powers and duties:

- (1) To take charge of and operate all parks, playgrounds, cemeteries, park and recreational facilities, and any other property entrusted to it by resolution or ordinance and to have the care, custody, and supervision thereof.
- (2) To acquire, in the name of the City and in accordance with the general ordinances of the City relating to purchasing, either within or beyond the corporate limits of the City, real or personal property, which is necessary, advisable, or useful for the purposes of said board by purchase, gift, exchange, or condemnation when authorized by law; provided said acquisition of real property is first approved by the City Council.
- (3) To sell or dispose of real and personal property no longer needed or useful; provided, such sale or disposition shall be either with the express approval of the City Council or in accordance with the terms of any general ordinance enacted by the City Council relating to the sale or disposal of property.
- (4) To adopt rules and regulations for the control and government of the facilities, properties and institutions entrusted to said board; penal rules and regulations, when approved by the City Council, shall have the force and effect of ordinances and may be enforced as ordinances when published.
- (5) To appoint and employ, subject to the personnel Code of the City, such employees as may be necessary to direct and operate such facilities, properties, and institutions entrusted to and fix the compensation thereof in accordance with general compensation plans adopted by the City Council; and as may be permitted under the budget as submitted to City Council and approved each year. The director of the department of park and recreation shall be appointed by the board. The director shall be assisted by the municipal services general manager, who will coordinate park maintenance activities with the board and other municipal services.

- (6) To procure such material, supplies, and equipment as is needed for the operation of the facilities, properties, and institutions entrusted to it; provided, said procurement is in accordance with the general ordinances of the City relating to purchasing.
- (7) To provide for the maintenance and improvement of the facilities, properties, and institutions.
- (8) To establish additional facilities and properties or branches of existing facilities, institutions, or properties; provided, said establishment is first submitted to the Moline Plan Commission for review as to locational conformance to master plans and the official map.
- (9) To enter into operating, exchange of property, or sharing of property and facilities agreements with other public or private organizations for the purpose of furthering public recreational, open space and burial needs.
- (10) To plat, lay out, survey, and ornament City cemetery grounds.
- (11) To establish fees and charges for use of properties, facilities, and institutions entrusted to it and to assess the value of interment rights which are offered for sale and to sell and dispose of, in the name of the City, said interment rights on such terms and with such conditions for the permanent care and preservation of the cemeteries and all their parts as it may deem proper.
- (12) To have such other powers as may be necessary to carry out the purposes and powers hereinabove set forth or that may be granted by law or ordinance.

SEC. 23-1106. PARK AND RECREATION FUND.

(a) There is hereby created a park and recreation fund, which shall consist of the "Park Fund," "Park and Cemetery Gift Fund," and "Perpetual Care Fund." All taxes now levied or to be hereafter levied for park, recreational, and cemetery purposes, and all moneys hereafter received from the collection of such taxes or from other sources shall be deposited in said park and recreation fund.

(b) The park and recreation board shall maintain at least four (4) accounts within said fund so that park and recreational moneys, cemetery moneys, cemetery perpetual care moneys, and trust moneys may be accounted for separately to the extent practicable, in keeping with good management practices, and as required by terms of gift, bequest, or trust.

(c) Money received for park, recreational, and cemetery purposes shall be deposited with the officer charged with control of the City's finances to the account of the park and recreation board, and the money may be withdrawn and paid out by said officer upon receipt of warrants drawn on the City treasury by said board.

(d) The board may direct the officer charged with control of the City's finances to invest money in its account in any security or instrument permitted by statute; said officer shall then determine the appropriate term and investment.

SEC. 23-1107. ANNUAL AND MONTHLY REPORTS.

(a) Within thirty (30) days after the expiration of the fiscal year of the City, the park and recreation board shall make a report, as of the last day of the fiscal year, to the City Council. The report shall be in writing and shall be verified by the chairman and secretary of the board. The report shall contain the following:

- (1) An itemized statement of the various sums of money received from taxes and from other sources;
- (2) An itemized statement of the objects and purposes for which such sums of money have been expended;

- (3) A description of and statement of purpose for acquisition of real and personal property acquired by devise, bequest, purchase, or otherwise;
- (4) A statement of the character of any new, extended, or modified service that has been or is planned to be undertaken;
- (5) A statement of the financial requirements of the park and recreation board for the ensuing fiscal year and the rate of tax which will be necessary to levy for board purposes; and
- (6) Any other information and recommendations that may be of interest or which are required by the officer charged with control of the City's finances.

(b) The park and recreation board shall make, in addition to said annual report, monthly reports to the City Council showing receipts and expenditures during the preceding month and the condition of its trust at the end of the month.

ARTICLE II. OPERATION OF PARK AND RECREATIONAL FACILITIES

SEC. 23-2100. PARK AND RECREATION SYSTEM CREATED; ORGANIZATION.

(a) There is hereby established a park, supervised playground, and recreation system in the City. Said system shall be maintained and operated for the use and benefit of the citizens of the City and shall be designed to meet the open space and passive recreational needs as well as the active recreational needs of said citizens.

(b) Said system and expenditures for said system constitute a legitimate public purpose in that the public health, safety, and welfare are serviced by developing within an urban setting activities that promote healthy minds and bodies. Physical exercise, quiet retreats, development of skill in the cultural arts, and promotion of the aesthetic quality of the City are such activities and are compatible in nature to rightfully be continued in one unified system.

(c) The management and supervision of the department, and of any and all property pertaining thereto, shall be under the direction of the park and recreation board and the parks recreation director, herein designated as the director, and it shall be the director's duty to protect the same from unnecessary damage or loss and keep the department in proper running order and repair.

(d) The director shall be assisted in the administration of the department by the municipal services general manager, herein designated as the general manager, and it shall be the general manager's duty to coordinate park maintenance activities with the director and the park and recreation board; the general manager shall further coordinate the use of park employees with other municipal functions and services so as to make best use of all municipal employees and equipment.

SEC. 23-2101. PARK AND RECREATIONAL AREAS DEFINED.

(a) The park and recreation system shall consist of such property, facilities and institutions either within or beyond the corporate limits as the park and recreation board, with the approval of the City Council, may from time to time determine. The City Council has approved by a special ordinance certain properties, facilities and institutions for inclusion in said system. The properties, facilities and institutions are described in the following special ordinances: Special Ordinance No. 161, Special Ordinance No. 179, Special Ordinance No. 227, Special Ordinance No. 294, and Special Ordinance No. 306.

(b) The city clerk is hereby authorized to include in subsection (a) above, special ordinances adopted hereafter which turn over real property for jurisdiction by the park and recreation board or to cause said listing to be done without further amendment of this section.

SEC. 23-2102. RULES OF CONDUCT APPLICABLE TO ALL PARKS.

(a) The rules contained in subsections (b) and (c) below have been adopted by the park and recreation board and have been approved by the City Council. Said rules are applicable to conduct of any person within any park, playground, recreational facility, or other premises under the jurisdiction of said board and are considered supplementary to, and not in exclusion of, any other rules, provisions of this Code, or other ordinances of the City applicable to such matters.

(1) **Exception:** The use of trails located within the City and under the jurisdiction of the park and recreation board shall be pursuant to the rules adopted by the park and recreation board and approved by the City Council as set forth in Sec. 23-2103 below.

(b) Large parks or those containing evening program activities (BBMP, Riverside, Green Valley, Prospect, Stephens) shall be open for public use from 6:00 a.m. to 11:00 p.m. daily. Neighborhood and small parks or those offering no evening activity schedule (Peterson, McCandless, Velie, Karstens, Kiwanis, Butterworth Playground, East End, Optimist, Millennium, Sylvan Island, Browning, Jefferson, Meersman and Stephen's Square) shall be open for public use from 6:00 a.m. until sunset.

(c) No person in any park, playground, recreational facility or other premises under the jurisdiction of the park and recreation board shall:

- (1) Permit unleashed or unaccompanied animals on the premises, nor allow animals to enter fenced-in areas, except for special functions, as authorized by the director.
- (2) Carry or discharge firearms, fireworks, spring-loaded guns, or bows and arrows, or other weapons not designated in Section 23-2102(c)(3), unless duly authorized by City officials.
- (3) Carry or discharge slings, slingshots, air guns, or other weapons not designated in Section 23-2102(c)(2), unless duly authorized by City officials.
- (4) Cut, mark, break, climb upon, or in any way injure or deface trees, shrubs, plants, buildings, fences, bridges, or other structures or property on the premises.
- (5) Remove from the premises sod, trees or plants or other movable property, or to pick flowers of any kind on any such premises.
- (6) Race with horses, bicycles, automobiles, minibikes, motorcycles or other vehicles, boats, or animals; or drive or ride on drives on any such premises at more than fifteen (15) miles per hour, unless otherwise designated.
- (7) Sell, be in possession, or be under the influence of any intoxicating beverages, hallucinogenic drugs, or marijuana, except that the sale, possession and consumption of alcoholic beverages is permitted at Green Valley as long as such sale, possession and consumption is performed in compliance with Chapter 4 of this Code and all other applicable statutes, rules and regulations.
- (8) Lie or sleep on tables or benches on the premises.
- (9) Distribute circulars or advertisements, or post notices, bills or other paper upon any structures or trees on any such premises, or to advertise by any other means.

- (10) Take any bird eggs or bird nests; fish in the lagoons, unless permitted at such times as designated by the director or other authorities; or kill or disturb any waterfowl, birds or wildlife. Fishing is permitted at any time at designated park locations; see Sec. 23-2102(e) below.
 - (11) Light any fires on the property, other than in established fireplaces.
 - (12) Drive or park automobiles on the grassy areas.
 - (13) Swim in any but designated places for swimming, and only during the designated hours. Swimming is not permitted from or off of boat docks, launching areas, shorelines or any structure or item attached to park shoreline.
 - (14) Be on the premises, unless otherwise designated or authorized and under proper supervision, between the hours of 11:00 p.m. and 6:00 a.m. or additional hours, as set forth under Sec. 23-2102(b). The enclosed playground areas shall be opened and closed at the discretion of the park and recreation staff, and any person being found within such closed areas shall be in violation of this chapter.
 - (15) Be permitted to call or hold meetings or gatherings on park or recreational property without written consent by permit from the director or the City Council or refuse to vacate a property to allow use by a permit bearing group or interrupt a permitted activity in progress.
 - (16) Be permitted to bring into or upon park and recreational properties refuse of any kind, including undesirable plant life or discarded appliances.
 - (17) Enter any area or portion of any area designated as restricted by signs or notices without the consent of the director.
 - (18) Be allowed to display language or conduct deemed disorderly.
 - (19) Sell or offer to sell to any person food or refreshments, or be a vendor of any saleable products without the approval by written permit or contractual agreement with the park and recreation board or its authorized agents.
 - (20) Drive, operate or use any snowmobile, hover craft, minibike, motorcycle, go-cart or any other vehicle in any park of the City, except in areas specifically designated, if any, by the park and recreation board for such use.
 - (21) Be permitted to solicit for membership into, affiliation with, or support of, any subject, activity or organization other than park and recreation board services and activities.
- (d) **Penalty.**
- (1) Any person violating Section 23-2102(c)(1) shall be subject to a mandatory fine as follows: not less than twenty-five dollars (\$25.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs, and any other applicable penalty provisions of Chapter 7, "Animals and Fowl."
 - (2) Any person violating Section 23-2102(c)(2) shall be subject to a mandatory fine as follows: not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not more than three hundred dollars (\$300.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.
 - (3) Any person violating Section 23-2102(c), subsections (3), (4), (5), (6), (10), (11), (12), (13), (14), (15), (16), (17), (19), (20), or (21) shall be subject to a mandatory fine as follows: not less than

fifty dollars (\$50.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.

- (4) Any person violating Section 23-2102(c)(7) shall be subject to a mandatory fine as follows: not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than four hundred dollars (\$400.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.
- (5) Any person violating Section 23-2102(c)(8) or (c)(9) shall be subject to a mandatory fine as follows: not less than twenty-five dollars (\$25.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs.
- (6) Any person violating Section 23-2102(c)(18) shall be subject to the mandatory fine and penalty provisions set forth in Section 22-2100, "Disorderly Conduct," subsection (e), "Penalty."

(e) **Fishing Permitted.**

- (1) A person may obtain a permit from the office of the park and recreation board, 3635 4th Avenue, Moline, to fish at any time at the following parks: Ben Butterworth Parkway, Sylvan Island, Green Valley Park, Sylvan Gateway Park, and Harold's Landing. Such permit is valid for the holder of the permit only.
 - a. The permit is good for the calendar year in which it is issued and must be carried at all times while fishing. Failure to carry a permit while in a designated park after hours shall be a violation of this Code as set forth in subsection (c)(14) and shall be punishable as provided in Section 1-1107 of this Code.
 - b. If a person fishing after park hours parks his motor vehicle in the parking lot of one of the above named parks, such vehicle must have a parking sticker issued by the office of the park and recreation board affixed to the left side of the rear window of the vehicle. An administrative fee will be imposed for the sticker.
 - c. A person fishing after park hours with a permit is required to abide by all other rules of conduct contained in this section.

(f) **Smoking Prohibited.** No person shall be permitted to smoke in any park and recreation area under the jurisdiction of the park and recreation board.

- (1) **Posting of Signs.** A sign indicating "NO SMOKING" shall be conspicuously posted at every entrance of every park and recreation area where smoking is prohibited, and at all other locations within said park and recreation area as deemed necessary by the park and recreation board.
- (2) **Exemption.** Smoking shall be permitted in all cemeteries and parking lots adjacent to all park and recreation areas under the jurisdiction of the park and recreation board.
- (3) **Penalty.** Any person violating Section 23-2102(f) shall be subject to a mandatory fine as follows: not less than fifty dollars (\$50.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.

SEC. 23-2103. TRAILS; RULES OF CONDUCT APPLICABLE TO TRAILS.

(a) **Defined.** For purposes of this chapter, a trail is a multi-use trail, side path, or shared use path as defined by the American Association of State Highway and Transportation Officials (AASHTO), specifically, a bikeway physically separated from motorized vehicular traffic by an open space or barrier and either within the highway right-of-way or on other public property or within an easement dedicated for public use.

(b) Trails may be established for the purposes of recreation, transportation, fitness and other similar purposes. They are intended primarily for non-motorized/human-powered activities, including but not limited to, walking, running, bicycling, in-line skating, roller skating, skateboarding, skiing, and other similar activities; and for use of Americans with Disabilities Act (ADA) compliant, motorized or non-motorized devices intended for personal transport of individuals with disabilities.

(c) **City Trails.** Trails within the City under the jurisdiction of the park and recreation board include, but are not limited to, Ralph B. Birks Recreational Trail, Prospect Park Trails, Kiwanis Trail, Sylvan Island Trails, and Green Valley Sports Complex Trail.

(d) The rules contained in this subsection (d) have been adopted by the park and recreation board and have been approved by the City Council. Said rules are applicable to conduct of any person using any trail under the jurisdiction of said board and are considered supplementary to, and not in exclusion of, any other rules, provisions of this Code, other ordinances of the City applicable to such matters, or existing State of Illinois vehicle codes or other applicable federal, state, or local rules and regulations pertaining to trail use.

(1) No user of a trail shall:

- a. Travel at a rate of speed greater than reasonable and prudent.
- b. Use the trail in a negligent manner that is likely to endanger persons or property. Trail users shall use common courtesy and respect the rights and safety of others. The applicable state regulations regarding the equipment required to allow the safe operation of bicycles or other wheeled vehicles during the times of day when natural light is diminished shall be applied to the trails subject to this ordinance.
- c. Sell, be in possession, or be under the influence of any intoxicating beverages, hallucinogenic drugs, or marijuana.
- d. Permit unleashed or unaccompanied animals on a trail; any animal present on a trail must be on a leash no longer than six (6) feet and with the owner in complete physical control at all times.
- e. Litter, leave animal waste, or discard any other items along or near the trail.
- f. Operate any vehicle other than a compliant vehicle, as defined as a human-powered device no wider than four (4) feet, with the exception of Americans with Disabilities Act (ADA) compliant, motorized or non-motorized devices intended for personal transport of individuals with disabilities, or equipment approved by the park and recreation board for use to maintain the trail, to provide for public safety, or specifically permitted for use by the park and recreation board.

e. **Penalty.**

- (1) Any person violating Section 23-2103(1)c. shall be subject to a mandatory fine as follows: not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than two hundred dollars (\$200.00) plus

court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than four hundred dollars (\$400.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.

- (2) Any person violating Section 23-2103(1)d. shall be subject to a mandatory fine as follows: not less than twenty-five dollars (\$25.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs, and any other applicable penalty provisions of Chapter 7, "Animals and Fowl."
- (3) Any person violating Section 23-2103(1), subsections a., b., e., or f., shall be subject to a mandatory fine as follows: not less than fifty dollars (\$50.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense; not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense; not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.

ARTICLE III. WATERCRAFT, DOCKS AND WATERWAYS

DIVISION 1. IN GENERAL

SEC. 23-3100. PURPOSE OF ARTICLE.

The intent and purpose of this article is to protect the life and safety of persons and property using navigable waters within the City, using watercraft harbors, launching ramps, piers and marinas owned or operated by the City.

SEC. 23-3101. CONDUCT OF PERSONS IN WATERCRAFT LAUNCHING OR PIER AREAS.

No person on or about any watercraft harbor, launching ramp or pier owned, operated or controlled by the City or any of its agents or agencies shall:

- (1) Deviate from the traffic pattern and priority system in attempting to launch or load watercraft.
- (2) Remain in the vehicle pulling trailer, other than a driver, during launching operations.
- (3) Fail to remove trailers and other vehicles from the launching zones and ramps as soon as watercraft is launched or removed from the water.
- (4) Park automobiles, trailers, or other vehicles within eighty (80) feet of launching ramps.
- (5) Park automobiles, trailers or other vehicles in areas other than those areas designated for parking.
- (6) Park heavy or large trucks.
- (7) Wash vehicles in parking or launching areas.
- (8) Swim in watercraft ramp or pier areas.
- (9) Light or permit fires in watercraft launching or pier areas.

- (10) Park or leave unattended any watercraft in the water within any launching zone and within twenty-five (25) feet of any launching zone.

SEC. 23-3101.1 RESTRICTED AREAS OF PARKING/BOAT RAMPS.

It shall be unlawful for any person to park any type of vehicle not actually being utilized to pull a trailer or boat in those areas specifically designated for the parking of vehicles pulling trailers and boats on the City's boat ramps, as described in Appendix 1, which is incorporated in this section as if set out fully herein. For purposes of this section, "actually being utilized" shall include the parking of said vehicle while the boat is being used, loaded or unloaded.

DIVISION 2. OPERATION OF WATERCRAFT

SEC. 23-3200. CARELESS AND RECKLESS OPERATION.

(a) No person shall operate any watercraft in a careless or heedless manner so as to be grossly indifferent to the persons or property of other persons, or at a rate of speed greater than will permit said person in the exercise of reasonable care to bring the watercraft to a stop within the assured clear distance ahead.

(b) No person shall operate any watercraft or manipulate any water skis, aquaplane or similar device in such a manner as to endanger the life or limb, or damage the property of any person.

SEC. 23-3201. INTERFERENCE WITH NAVIGATION.

No person shall operate any watercraft in a manner which unreasonably or unnecessarily interferes with other watercraft or with the free and proper navigation of the waterways of the state. Anchoring under bridges or in heavily traveled channels constitutes such interference, if unreasonable under the prevailing circumstances.

SEC. 23-3202. OVERLOADING.

No watercraft shall be loaded with passengers or cargo beyond its safe carrying capacity, taking into consideration weather and other existing operating conditions.

SEC. 23-3203. INCAPACITY OF OPERATOR; INTOXICATION.

(a) The owner of any watercraft or any person having same in said person's charge or in said person's control, shall not authorize or knowingly permit the watercraft to be operated by any person who by reason of physical or mental disability is incapable of operating such watercraft under the prevailing circumstances.

(b) No person shall operate any watercraft or vessel, or manipulate any water skis, aquaplane, or similar device while intoxicated or under the influence of any narcotic drug, barbiturate or marijuana.

(c) The owner of any watercraft or any person in charge or in control of such shall not authorize or knowingly permit the watercraft to be operated by any person who is under the influence of intoxicating liquor, narcotic or habit forming drug.

SEC. 23-3204. OVERPOWERING.

No watercraft shall be equipped with any motor or other propulsion machinery beyond its safe power capacity, taking into consideration weather and other existing operating conditions.

SEC. 23-3205. OBSERVANCE OF RESTRICTED AREAS.

No person shall operate a watercraft within a water area which has been clearly marked by buoys or other distinguishing devices as a bathing, fishing, swimming or otherwise restricted area by the state, the City, or by an owner or lessee of property in accordance with said owner or lessee's rights to the use of the property; however, this section shall not apply in the case of an emergency, or to patrol or rescue craft.

SEC. 23-3206. RULES OF THE ROAD.

Watercraft shall comply with the following rules:

- (1) Passing: when two (2) watercraft are approaching each other head on, or nearly so, so as to involve the risk of collision, each watercraft shall bear to the right and pass the other watercraft on its left side.
- (2) Crossing: when watercraft approach each other obliquely or at right angles, the watercraft approaching on the right side has the right-of-way.
- (3) Overtaking: one watercraft may overtake another on either side, but must grant right-of-way to the overtaken watercraft.
- (4) Unpowered vessels: when a watercraft is approaching a watercraft propelled solely by sails or oars, the watercraft shall yield the right-of-way to the sail boat or rowboat.

SEC. 23-3207. WATER SKIING AND SIMILAR OPERATIONS.

Watercraft used for water skiing or similar operations shall comply with the following requirements:

- (1) No watercraft which has in tow or is otherwise assisting a person on water skis, aquaplane or similar contrivance, shall be operated or propelled in or upon any waterway, unless the watercraft is occupied by at least two (2) competent adults.
- (2) No watercraft shall have in tow or shall otherwise be assisting a person on water skis, aquaplane or similar contrivance from the period one hour after sunset to one hour prior to sunrise. This subsection shall not apply to watercraft used in duly authorized water ski tournaments, competitions, exhibitions or trials therefor where adequate lighting is provided.
- (3) All watercraft having in tow or otherwise assisting a person on water skis, aquaplane or similar contrivance, shall be operated in a careful and prudent manner and at a reasonable distance from persons and property so as not to endanger the life or property of any person.
- (4) No person shall operate or manipulate any vessel, tow-rope or other device by which the direction or location of water skis, aquaplane, or similar device may be affected or controlled in such a way as to cause the water skis, aquaplane, or similar device, or any person thereon to collide with or strike against any person or object, except ski jumps, buoys and like objects normally used in competitive or recreational skiing.

**SEC. 23-3208. BOAT HARBOR AREA DEFINED;
CONDUCT WITHIN.**

(a) The following described area is specifically designated as a boat harbor area: That part of the Mississippi River which is immediately adjacent to and extends from the shoreline out into the river three hundred (300) feet from the following described territory: Commencing at a point on the north edge of the north curb of River Drive, five hundred thirty (530) feet westerly along said north edge of said north curb from the intersection of

an extension of the west right-of-way line of Thirty-Fourth Street and the north edge of said north curb; thence north, parallel to said extended right-of-way line of Thirty-Fourth Street to the Mississippi River shoreline; thence westerly along said shoreline a distance of approximately one thousand six hundred sixty (1,660) feet, more or less, to the intersection of said shoreline and the line of a fence running north and south between the shoreline and River Drive; thence southerly along said fence line to the intersection of said fence line and the north edge of the north curb of River Drive; thence easterly long the north curb of River Drive, a distance of approximately one thousand six hundred sixty (1,660) feet, more or less, to the point of beginning; all of which is situated in Township 18, Range 1 West of the Fourth Principal Meridian in the City.

(b) Within the harbor area described in subsection (a), all persons shall operate watercraft at a no-wake speed, and no swimming or water skiing shall be allowed in the harbor area.

SEC. 23-3209. NO-WAKE ZONE ESTABLISHED.

(a) A no-wake zone is hereby established for that part of Sylvan Slough between 14 Street and 17 Street extended.

(b) That a wake is defined as movement of water created by a boat underway great enough to disturb a boat at rest, and under no circumstances shall a watercraft underway exceed 5 (five) miles per hour while in a posted "No-Wake" area.

SEC. 23-3210. PENALTIES FOR VIOLATION OF ARTICLE.

(a) Any person who violates any of the provisions of Section 23-3203 is guilty of a misdemeanor which shall be punishable by imprisonment in a place other than a penitentiary for a term not to exceed three hundred sixty-four (364) days or be fined an amount not to exceed one thousand dollars (\$1,000.00) or both.

(b) Any person who violates any of the provisions of this article, other than as provided in subsection (a), is guilty of a petty offense and, upon conviction therefor, shall be punished as provided for in Section 1-1107 of this Code.

(c) Any person convicted of a violation of Division 2 of this article, in addition to other penalties authorized herein, may, in the discretion of the court, be refused the privilege of operating any watercraft on any waterways located within the City for a period of not more than one (1) year. Any person who operates any watercraft during the period which said person is denied the privilege to so operate, by virtue of the provisions of this article, shall be guilty of a misdemeanor which shall be punishable by imprisonment in a place other than a penitentiary for a period not to exceed six (6) months or be fined an amount not to exceed seven hundred fifty dollars (\$750.00) or both.

ARTICLE IV. CEMETERY OPERATION.

SEC. 23-4100. MUNICIPAL CEMETERIES ESTABLISHED.

There are hereby established the City cemeteries known as Riverside Cemetery and Moline Memorial Park. All ordinances of the City describing the boundaries of Riverside Cemetery and Moline Memorial Park are hereby expressly saved from repeal.

SEC. 23-4101. GOVERNING BOARD.

The park and recreation board shall have control over said cemeteries. Said board is the successor to the Moline City cemetery board of managers, and the rules and regulations adopted by said board of managers shall continue in full force and effect until repealed, amended, or modified by said successor board. In addition, the

powers listed in Article I of this chapter are intended to be broad enough in scope to include and encompass the powers formerly held by the said board of managers.

SEC. 23-4102. BURIAL PERMIT REQUIRED.

It shall be the duty of the park and recreation board, or its designee, to require the presentation of a permit as provided for in 410 ILCS 535/21, before permitting interment of a dead body in said cemeteries.

SEC. 23-4103. PERPETUAL CARE.

The park and recreation board may, in its discretion, establish a charge for perpetual care and add such charge to the price of each lot or assess and collect from grantees of interment rights in the City cemeteries, at intervals it deems appropriate, a reasonable sum for each right so owned for the purpose of keeping and maintaining the lots in good order; however, no owner of an interment right who has paid a charge for perpetual care may be later assessed for said care.

SEC. 23-4104. REQUIRED RECORDS.

The park and recreation board shall cause to be kept in books provided for that purpose a full and complete record of all of its meetings, proceedings, orders, rules and regulations; of all plats and surveys; of all purchases and sales of interment rights, with the names of grantees thereto, and a record of the title papers in full; and a complete register of all the burials in said cemeteries, with the date of burial, and names and ages of the dead, which records shall, at all proper times, be open to public inspection.

SEC. 23-4105. PLATTING.

In laying out City cemetery grounds, the park and recreation board shall cause the corners of the principal subdivisions to be indicated by substantial monuments to be fixed permanently in the ground as starting points for future measurements and surveys, and such monuments shall be plainly indicated on the plats aforesaid. The plats, when completed, shall be certified by the surveyor who made the plat; authenticated by the seal of the City; subscribed by the mayor and the city clerk; acknowledged before any officer authorized by law to take acknowledgments of deeds; and filed for record in the recorder's office of the county. The filing of such plats shall operate as a legal vacation of any former plats or subdivisions of ground and of any streets, roads, or avenues passing through said grounds. No change shall be made in the platting of lots sold, or in any laying out of the avenues or alleys adjacent thereto, without the consent of the owners thereof.

SEC. 23-4106. MANNER OF SALE OF INTERMENT RIGHTS; ASSIGNABILITY.

(a) The right of interment which may be sold, shall be vested in the grantee and grantee's heirs by a certificate of purchase, executed by and in the name of the City, subscribed and acknowledged by the mayor and city clerk, and countersigned by the secretary and treasurer of the board, and shall be recorded by the secretary or designee in a book kept for that purpose.

(b) Every transfer of interment rights in the City cemeteries shall be made by surrendering the certificate issued pursuant to subsection (a) to the secretary of the board, who shall cancel the certificate, note the cancellation on the records and issue a new certificate in lieu thereof.

(c) Interment rights in burial lots shall not be held and used for the purpose of speculation, and no grantee of interment rights shall permit interment in or upon any lot held by said grantee for compensation.

SEC. 23-4107. FINANCIAL DUTIES.

Other than the duties and powers listed in Article I of this chapter, the park and recreation board shall have the duty to maintain and report on its financial accounts as provided in 65 ILCS 5/11-52.1-1 et seq. and 65 ILCS 5/11 52.2-1 so long as there is no conflict with the provisions of this chapter.

APPENDIX 1. RESTRICTED AREAS OF PARKING/BOAT RAMPS.

It shall be unlawful for any person to park any type of vehicle not actually being utilized to pull a trailer or boat in those areas specifically designated for the parking of vehicles pulling trailers and boats on the following City boat ramp locations:

75 spots on 55th Street and River Drive.”

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney