



MOLINE CITY COUNCIL AGENDA

Tuesday, January 27, 2015

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

Invocation – Alderman Triebel

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

Approval of Minutes

Committee-of-the-Whole and Council meeting minutes of January 13, 2015.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Second Reading Ordinances

1. Council Bill/General Ordinance 3001-2015

An Ordinance amending Chapter 21, “NUISANCES IN GENERAL,” of the Moline Code of Ordinances, by repealing Section 21-1100(7), “Noises,” in its entirety and enacting in lieu thereof one new Section 21-1100(7) relating to the same subject matter.

Explanation: The noise performance standards contained in Chapter 35, “Zoning and Land Development,” of the Moline Code of Ordinances, have been updated to meet modern specifications and sound-measuring instruments. Chapter 21 of the Code, “Nuisances in General,” also contains a definition for noises at Section 21-1100(7). To strengthen the enforcement of both chapters, clarification is needed as to the requirements of each chapter. City staff wishes to adopt this ordinance to effect that clarification and to further the City’s goal of protecting the public health, safety and welfare of its residents.

Fiscal Impact: N/A

Public Notice/Recording: Pamphlet Publication

2. Council Bill/General Ordinance 3002-2015

An Ordinance amending Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, by repealing Section 22-1105 in its entirety and enacting in lieu thereof one new Section 22-1105 relating to the same subject matter.

Explanation: Pursuant to Illinois State law, effective January 1, 2014, the distribution of alternative nicotine products to persons under 18 years of age is prohibited. The State defines an “alternative nicotine product,” in part, as a product or device that does not consist of or contain tobacco and that provides for nicotine ingestion into the body by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. These products include electronic cigarettes, also known as e-cigarettes. Section 22-1105 of the Moline Code of Ordinances contains numerous provisions regarding tobacco products, tobacco accessories and smoking herbs, including prohibited sale to, and prohibited purchase or possession of any such products by any person under the age of 18, and penalties for violation of same. City staff wishes to amend Section 22-1105 to include the State’s definition of alternative nicotine product and provisions for prohibited sale to, and prohibited purchase or possession of any such products by any person under the age of 18, and penalties for violation of same. Adoption of this ordinance will mirror the State’s regulations and aid in furthering the City’s goal of protecting the public health, safety and welfare of its residents.

Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication

3. Council Bill/Special Ordinance 4001-2015

A Special Ordinance granting the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2015 Special Event approved applications.

Explanation: State statute requires a municipality to authorize catering of food and alcohol at events that take place on municipal property. In an effort to streamline the coordination of special events, and to provide efficient customer service, City staff requests this approval for 2015 Special Event approved applications. Staff will continue to approve security issues, traffic detail, insurance requirements, and all essential licenses. Additionally, permission from the Local Liquor Control Commissioner must also be sought to serve alcohol on these premises.

Fiscal Impact: N/A
Public Notice/Recording: N/A

4. Council Bill/Special Ordinance 4002-2015

A Special Ordinance awarding certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2015; and authorizing the Utilities General Manager to execute the necessary contract documents for purchase of said chemicals in the quantities needed.

Explanation: City staff recommends awarding the annual contracts to the lowest responsive and responsible bidders that meet specifications for each treatment chemical. In the case of polymers and polyphosphate, staff recommends continued use of water treatment chemicals from the current vendors, until such time as bench and plant-scale testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related operating permit changes have been authorized by the Illinois Environmental Protection Agency. Additional documentation attached.

Fiscal Impact: Funds are budgeted in #310-1712-434.06-33, #320-1832-433.06-33 and #320-1833-433.06-33, Chemical Supplies.
Public Notice/Recording: N/A

Resolutions

5. Council Bill/Resolution 1004-2015

A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2015 permit approved applications for use of public right-of-way or City-owned property.

Explanation: Last year the City Council passed a resolution to allow City staff to administer and approve all licensing agreements and for the Mayor and City Clerk to execute approved licensing agreements without each agreement being presented to the City Council. Staff feels that the process change has worked well. Customers do not have to wait three weeks for Council approval and are saving nearly \$400 on application fees. Staff is recommending approval of a resolution for 2015 similar to what was approved for 2014. Additional documentation attached.

Fiscal Impact: Application fee dropped from \$560 to \$150 for each project.
Public Notice/Recording: N/A

6. Council Bill/Resolution 1005-2015

A Resolution authorizing the Final Plat for Calvary First Addition and authorizing the Mayor and City Clerk to sign the Memorandum of Variance Requirements.

Explanation: Last year, the City Council approved a preliminary plat for Calvary First Addition, as well as variances to sidewalks, water facilities, and sanitary sewers within the Addition. This Resolution would authorize the Final Plat for Calvary First Addition and would authorize the Mayor and City Clerk to sign the Memorandum of Variance Requirements attached to said Resolution. Additional documentation attached.

Fiscal Impact: N/A
Public Notice/Recording: Developer will record

7. Council Bill/Resolution 1006-2015

A Resolution authorizing the Mayor and Police Chief to execute an Equitable Sharing Agreement and Certification between the Federal Government and the Moline Police Department, setting forth the requirements for participation in the Equitable Sharing Program and certifying all receipts and expenditures of federal forfeiture funds, property and interest during the last fiscal year.

Explanation: The Federal Government requires that the police department annually enter into a formal agreement and provide certification of receipts and expenditures of federal forfeiture funds and property.

Fiscal Impact: N/A
Public Notice/Recording: N/A

Omnibus Vote

Miscellaneous Business (if necessary)

Public Comment

Members of the Public are permitted to speak after coming to the podium and stating their name.

Executive Session (if necessary)

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

AN ORDINANCE

AMENDING Chapter 21, “NUISANCES IN GENERAL,” of the Moline Code of Ordinances, by repealing Section 21-1100(7), “Noises,” in its entirety and enacting in lieu thereof one new Section 21-1100(7) relating to the same subject matter.

WHEREAS, the noise performance standards contained in Chapter 35, “Zoning and Land Development,” of the Moline Code of Ordinances, have been updated to meet modern specifications and sound-measuring instruments; and

WHEREAS, Chapter 21 of the Moline Code of Ordinances, “Nuisances in General,” also contains a definition for noises at Section 21-1100(7); and

WHEREAS, to strengthen the enforcement of both chapters, clarification is needed as to the requirements of each chapter; and

WHEREAS, City staff wishes to adopt this ordinance to effect that clarification and to further the City’s goal of protecting the public health, safety and welfare of its residents.

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

Section 1 – That Chapter 21, “NUISANCES IN GENERAL,” of the Moline Code of Ordinances, Section 21-1100(7), “Noises,” is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 21-1100(7) relating to the same subject matter, which shall read as follows:

“ SEC. 21-1100. DEFINED.

* * * * *

(7) **Noises.**

- a. To cause or allow unreasonably loud noises tending to cause alarm or to disturb the public peace and quiet.
- b. Noise measurements, as set forth in Section 35-3409(e), are not required to establish a violation of this subsection. However, noise measurements may be introduced as corroborating evidence when alleging a violation of this subsection.
- c. If noise measurements are collected, manufacturer’s instructions for the equipment used should be followed and Section 35-3409(e) may be, but is not required to be, used as guidance in gathering data.”

* * * * *

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

Council Bill/General Ordinance No. 3002-2015

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, by repealing Section 22-1105 in its entirety and enacting in lieu thereof one new Section 22-1105 relating to the same subject matter.

WHEREAS, pursuant to Illinois State law, effective January 1, 2014, the distribution of alternative nicotine products to persons under 18 years of age is prohibited; and

WHEREAS, the State defines an “alternative nicotine product, ” in part, as a product or device not consisting of or containing tobacco that provides for nicotine ingestion into the body, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means; and

WHEREAS, Section 22-1105 of the Moline Code of Ordinances contains numerous provisions regarding tobacco products, tobacco accessories and smoking herbs, including prohibited sale to, and prohibited purchase or possession of any such products by any person under the age of 18, and penalties for violation of same; and

WHEREAS, City staff wishes to amend Section 22-1105 to include the State’s definition of alternative nicotine product and provisions for prohibited sale to, and prohibited purchase or possession of any such products by any person under the age of 18, and penalty provisions for violation of same; and

WHEREAS, adoption of this ordinance will mirror the State’s regulations and aid in furthering the City’s goal of protecting the public health, safety and welfare of its residents.

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

Section 1 – That Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, Section 22-1105, is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 22-1105 relating to the same subject matter, which shall read as follows:

“ **SEC. 22-1105. TOBACCO PRODUCTS, TOBACCO ACCESSORIES, SMOKING HERBS AND ALTERNATIVE NICOTINE PRODUCTS.**

(a) **Definitions.** For the purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them:

- (1) **Alternative nicotine product** means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. “Alternative nicotine product” excludes cigarettes, smoking tobacco, or other tobacco products as these terms are defined herein

and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

- (2) **Bidi Cigarette** means a product that contains tobacco that is wrapped in temburni or tendu leaf or that is wrapped in any other material identified by rules of the Department or Public Health of the State of Illinois that is similar in appearance or characteristics to the temburni or tendu leaf.
- (3) **Smoking herbs** means all substances of plant origin and their derivatives, including but not limited to broom, calea, California poppy, damiana, hops, ginseng, lobelia, jimson weed and other members of the Datura genus, passion flower and wild lettuce, which are processed or sold primarily for use as smoking materials.
- (4) **Tobacco accessories** means cigarette papers, pipes, holders of smoking materials of all types, cigarette rolling machines, and other items, designed primarily for the smoking or ingestion of tobacco products or of substances made illegal under any Illinois state statute or this chapter or of substances whose sale, gift, barter, or exchange is made unlawful under this Section.
- (5) **Tobacco products** means any substance containing tobacco leaf including, but not limited to, cigarettes, cigars, pipe, tobacco, snuff, chewing tobacco or dipping tobacco.
- (6) **Vending machine** means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product.
 - (b) **License required.** It shall be unlawful to sell or offer for sale at retail, to give away, deliver or to keep with the intention of selling at retail, giving away or delivering smoking herbs, tobacco accessories or tobacco products within the City without having first obtained a tobacco dealer's license therefore pursuant to this Chapter.
 - (c) **License application.** Application for a license hereunder shall be made in writing to the accounts and finance officer and shall be processed in accordance with this Code and in accordance with procedures adopted by the accounts and finance officer.
 - (d) **Licensee fee.** The license fee for a tobacco dealer's license shall be one hundred dollars (\$100.00) when issued, with an annual renewal fee of one hundred dollars (\$100.00) on the anniversary of issuance each year thereafter.
 - (e) **Prohibited sales, delivery – signs.**
 - (1) It shall be unlawful for any person, including any licensee, to sell, offer for sale, give away or deliver tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product to any person under the age of eighteen (18) years.
 - (2) Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco products, tobacco accessories or smoking herbs, and on or upon every vending machine which offers tobacco products, tobacco accessories or smoking herbs for sale. Each such sign shall be plainly visible and shall state:

"THE SALE OF TOBACCO PRODUCTS, TOBACCO ACCESSORIES OR SMOKING HERBS TO PERSONS UNDER EIGHTEEN YEARS OF AGE IS PROHIBITED BY LAW."

Additionally, signs warning the public of the health implications of smoking shall be posted by every licensee at or near every display of tobacco products, tobacco accessories or smoking herbs

and on or upon every vending machine which offers tobacco products, tobacco accessories or smoking herbs for sale. Each such sign shall be plainly visible and shall state:

“SURGEON GENERAL’S WARNING: SMOKING BY PREGNANT WOMEN MAY RESULT IN FETAL INJURY, PREMATURE BIRTH AND LOW BIRTH WEIGHT.”

The text of such signs shall be in red letters on a white background, said letters to be at least one (1) inch high.

- (3) It shall be unlawful for any person, including any licensee, to possess, sell, offer for sale, give away or deliver a bidi cigarette to another person.
- (f) **Minimum age to sell tobacco products.** It shall be unlawful for any person, any licensee or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any other person under eighteen (18) years of age to sell tobacco products, tobacco accessories or smoking herbs in any licensed premises or any other premises.
- (g) **Purchase by minors prohibited.** It shall be unlawful for any person under the age of eighteen (18) years to purchase any tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, or to misrepresent their identity or age, or to use any false or altered identification for the purpose of purchasing tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product.
- (h) **Possession by minors prohibited.** It shall be unlawful for any person under the age of eighteen (18) years to possess any tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product; provided that the possession by a person under the age of eighteen (18) years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.
- (i) **Proximity to certain institutions.** It shall be unlawful for any person including any licensee to sell, offer for sale, give away or deliver tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, within one hundred (100) feet from the property line of any school, child care facility or other premises used for educational or recreational programs for persons under the age of eighteen (18) years.
- (j) **Certain free distributions prohibited.** It shall be unlawful for any licensee or any person in the business of selling or otherwise distributing, promoting or advertising tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, or any employee or agent of any such licensee or person, in the course of such licensee's or person's business, to distribute, give away or deliver tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, free of charge to any person on any right-of-way, park, playground or other property owned by the City, any school district, any park board, or any public library.
- (k) **Vending machines - locking devices.**
 - (1) It shall be unlawful for any person or any licensee to sell or offer for sale, give away, deliver or to keep with the intention of selling, giving away or delivering tobacco products, tobacco accessories, smoking herbs or any alternative nicotine product, or any cartridge or component of an alternative nicotine product, by use of a vending machine, unless such vending machine is equipped with a manual, electric or electronic locking device controlled by the licensee so as to prevent its operation by persons under the age of eighteen (18) years.
 - (2) Any premises where access by persons under the age of eighteen (18) years is prohibited by law, or premises where the public is generally not permitted and where vending machines are strictly

for the use of employees of the business located at such premises, shall be exempt from the requirements of Sec. 22-1105 (k)(1) above.

(l) **Responsibility for agents and employees.** Every act or omission of whatsoever nature, constituting a violation of any of the provisions of this chapter by an officer, director, manager or other agent or employee of any person or any licensee shall be deemed and held to be the act of such person or licensee; and such person or licensee shall be punished in the same manner as if such act or omission had been done or omitted by the person or licensee personally.

(m) **Suspension; revocation of license; fines, costs.**

(1) The mayor shall be charged with the administration of this chapter. The mayor may suspend or revoke any license issued under the provisions of this chapter, if the mayor determines that the licensee has violated any of the provisions of this chapter. For a violation of subsection (b) of this section, the person shall be ineligible to receive a license hereunder for a period of thirty (30) days from the date of the offense. The first time a licensee violates any provision of this section, the licensee shall be subject to a fine of not less than two hundred fifty dollars (\$250.00). The second time a licensee violates any provision of this section, the license shall be suspended for a period of not less than three (3) days. The third time a licensee violates any provision of this section, the license shall be suspended for a period of not less than fifteen (15) days. The fourth time a licensee violates any provision of this section, the license shall be suspended for a period of not less than thirty (30) days. The fifth or subsequent time a licensee violates any provision of this Section, the license shall be revoked, and no licensee shall thereafter be eligible to apply for a new license under this section to conduct business at the premises described in the revoked license for a period of six (6) months. In addition to suspension or revocation of a license, the mayor may levy a fine on the licensee. The fine imposed shall not exceed seven hundred fifty dollars (\$750.00) for each violation. Each day on which a violation continues shall constitute a separate violation.

(2) However, no such license shall be suspended or revoked except after a public hearing by the mayor with a seven (7) day written notice to the licensee affording the licensee an opportunity to appear and defend against the charges contained in such notice. The seven (7) day notice provisions shall begin the day following delivery by certified mail or by personal service.

(3) If the mayor determines after such hearing that licensee has violated any of the provisions of this section, the mayor shall within seven (7) days after the hearing state the reason for such determination in a written order and state the amount of the fine, if any, and the period of suspension or that the license has been revoked, and serve a copy of such order within the seven (7) days upon the licensee.

(4) Any licensee determined by the mayor to have violated any of the provisions of this chapter shall pay to the City the costs of the hearing before the mayor on such violation. The mayor shall determine the costs incurred by the City for said hearing, including, but not limited to: court reporter's fees, the costs of transcripts or records, attorneys' fees in an amount not less than one hundred dollars (\$100.00), the cost of preparing the mailing notices and orders and all other miscellaneous expenses incurred by the City or such lesser sum as the mayor may allow.

(5) The licensee shall pay said costs to the City within thirty (30) days of notification of the costs by the mayor. Failure to pay said costs within thirty (30) days of notification is a violation of this chapter and may be cause for license suspension or revocation, or the levy of an additional fine.

(n) **Penalties.**

(1) Any person violating Section 22-1105(e), as a first offense, shall be subject to a fine of not less than two hundred fifty dollars (\$250.00). Any person violating Section 22-1105(e), as a second or subsequent offense, shall be subject to a fine of not less than five hundred dollars (\$500.00), plus court costs.

- (2) Any person violating Section 22-1105(g) or (h), as a first offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of fifty dollars (\$50.00), or if paid within seven (7) calendar days, twenty-five dollars (\$25.00). Any person violating Section 22-1105(g) or (h), as a second or subsequent offense, shall be subject to a citation, which citation shall be paid at the City of Moline accounts and finance office in the amount of one hundred dollars (\$100.00), or if paid within seven (7) calendar days, fifty dollars (\$50.00). Any person who fails to make payment as outlined above within thirty (30) days shall thereafter be subject to an action in circuit court which may be commenced in accordance with the requirements of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and any person found to have violated Section 22-1105(g) or (h) shall be subject to a fine of not less than one hundred dollars (\$100.00), nor more than seven hundred fifty dollars (\$750.00), plus court costs, plus reimbursement to the City for the costs the City incurred in serving the person with process. Each day during which or on which any person violates Section 22-1105(g) or (h) shall be deemed a separate offense. In lieu of any citation payment or any fine mentioned herein for a first offense, a person may notify the City of Moline accounts and finance office of their intention to complete a "tobacco use" class or other similar class put on by the American Lung Association, at such person's sole cost and expense, and if such person shall successfully complete such class and provide proof of completion to the City of Moline accounts and finance office, then any such citation payment or fine for first offense shall be waived.
- (3) Except for violations of Section 22-1105 (e), (g) or (h), all violations of this Section 22-1105 shall be punishable as provided in Section 1-1107 of this Code. Each day during which or on which any person violates Section 22-1105 shall be deemed a separate offense."

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

A SPECIAL ORDINANCE

GRANTING the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2015 Special Event approved applications.

WHEREAS, it is the desire of City staff to streamline coordination and provide efficient customer service for 2015 Special Event applications; and

WHEREAS, Chapter 4, "ALCOHOLIC BEVERAGES," of the Moline Code of Ordinances, Sec. 4-3317, "OPTION III CATERER'S RETAIL," provides for catering, and State statute requires the corporate authorities to grant permission by ordinance to the permit sale and consumption of alcohol on municipal property; and

WHEREAS, the City of Moline has abided by and complied with all applicable local ordinances; and

WHEREAS, the City of Moline has complied with State statute requirements and is named as an additional insured so as to save harmless the municipality from all financial loss, damage or harm.

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

Section 1 – That the Moline City Council hereby grants authority for the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2015 Special Event approved applications.

Section 2 – That this ordinance shall constitute a one-time variance with the Moline Code of Ordinances and any other ordinance or resolutions with which it may conflict and shall not be considered to repeal, alter or void such ordinances or resolutions 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. 4002-2015

Sponsor: _____

A SPECIAL ORDINANCE

AWARDING certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2015; and

AUTHORIZING the Utilities General Manager to execute the necessary contract documents for purchase of said chemicals in the quantities needed.

WHEREAS, bids were received through the Bi-State Regional Commission for various treatment chemicals to be used by the City's Water and Water Pollution Control Divisions; and

WHEREAS, the Director of Public Works has reviewed the bids and recommends that the contracts be awarded to the lowest responsive and responsible bidders meeting the specifications, as follows:

1. Anhydrous Ammonia to Tanner Industries, Inc., 735 Davisville Road, Southampton, Pennsylvania 18966. Price \$1,620.00/ton.
2. Carbon to Thatcher Company of Montana, Inc., P.O. Box 27407, Salt Lake City, Utah 84127. Price \$1,480.00/ton.
3. Chlorine (Liquid) to Brenntag Mid-South, Inc., 4616 S. Enterprise Drive, Bartonville, Illinois 61607. Price \$367.00/ton.
4. Chlorine (Sodium Hypochlorite) to Vertex Chemical Corporation, 11685 Manchester Road, St. Louis, Missouri 63131. Price \$0.64/gallon.
5. Hydrofluorosilic Acid to Mosaic Crop Nutrition, LLC, 13830 Circa Crossing Drive, Lithia, Florida 33547. Price 472.00/ton.
6. Lime to Mississippi Lime Company, 3870 S. Lindbergh Boulevard, Suite 200, St. Louis, Missouri 63127. Price \$179.89/ton.
7. Liquid Carbon Dioxide to Poet-CO2, 3939 Webb Road, Wichita, Kansas 67226. Price \$97.00/ton.
8. Liquid Ferric Sulfate to Kemira Water Solutions, Inc., 4321 W. 6th Street, Lawrence, Kansas 66049. Price \$202.40/ton.
9. Potassium Permanganate to Carus Corporation, 315 5 Street, Peru, Illinois 61354. Price \$3,760.00/ton; and

WHEREAS, the Director of Public Works recommends continued use of the following water treatment chemicals from the current vendors, until such time as bench and plant scale testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related operating permit changes have been authorized by the Illinois Environmental Protection Agency:

1. Anionic Polymer to Hawkins, Inc. 300 S. 14th Avenue, Eldridge, Iowa 52748.
2. Various Polymers to Solenis, 520 Blazer Parkway, Dublin, Ohio 43017.
3. Filter Aid Polymer to Carus Corporation, 315 5th Street, Peru, Illinois 61354.
4. Sodium Polyphosphate to Carus Corporation, 315 5th Street, Peru, Illinois 61354.
5. Clarifloc Polymer to Polydyne, Inc, One Chemical Plant Road, Riceboro, Georgia 31323

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

Section 1 – That certain contracts be awarded for treatment chemicals to be used by the Department of Public Works for the calendar year 2015; and that the Utilities General Manager is hereby authorized to execute the necessary contract documents; provided, however, that said contract documents are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

Section 2 – That this ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

JOINT PURCHASING COUNCIL

"A Program of the Bi-State Regional Commission"

1504 Third Avenue, P.O. Box 3368

Rock Island, Illinois 61204-3368

Phone (309) 793 -6300 ♦ Fax (309) 793 -6305

MEMORANDUM

TO: Water Treatment Chemicals Bid Participating Vendors

FROM: Patty Pearson, Purchasing Coordinator

DATE: December 4, 2014

RE: 2014 Water Treatment Chemicals Bid Analysis

On October 29, 2014, the Joint Purchasing Council opened bids for water treatment chemicals. The Bid Tabulation with Awarded Vendors shown with a yellow background is located at www.bistateonline.org. In the Upper left corner of the home page is the link to the Joint Purchasing Council section.

Each community reviewed the bids and the awarded vendor is indicated in yellow on the bid tabulation. The communities will work directly with the awarded vendor for the chemicals they need, issuing purchase orders and/or contractual agreements as required by their city and as indicated in the specs. If you have any questions about the bid award or the order process, please contact the municipal representative indicated in the bid packet and/or below.

If you have any other questions, don't hesitate to call me at 309-793-6302, extension 138.

Thank you for participating in the water treatment chemicals bid.

PAP

cc: Buffalo – Tanna Leonard
Coal Valley – Steve Mullen
Colona – Rick Crew
East Moline - Chip Drake
Moline – Dave Owens
Rock Island – Larry Cook
Sherrard - Theresa Johnson
Silvis - Jim Grafton

water chem\2015\award letters

♦ Participants ♦

IOWA: Bettendorf; Buffalo, Davenport; LeClaire; Muscatine, Muscatine County, Scott County; Walcott; and the Waste Commission of Scott County. ILLINOIS: Aledo; Alpha; Carbon Cliff; Coal Valley; Colona; Cordova; East Moline; Geneseo; Hampton; Henry County;

Hillsdale; Milan; Moline; Port Byron; Rapids City; Rock Island; Rock Island County; Sherrard; Silvis;
i wireless Center; and the Rock Island Tri-County Consortium.

2015 Water Treatment Chemicals – October 29, 2014 - Bid opening

SUPPLIER		COST PER UNIT	TOTAL
1. Aluminum Sulfate (Alum) - Bulk tank truck			
Kemira Water Solutions, Inc.	See Note 11	\$480.66/dry ton – Kemira ALS	\$769,056.00
USALCO Michigan City Plant, LLC		\$491.99	\$787,184.00
Chemtrade Chemicals US, LLC	See Note 9	\$538.00/dry ton	\$860,800.00
2. Anhydrous Ammonia - Bulk tank truck			
Tanner Industries, Inc.		\$0.81/lb.	\$67,230.00
3. Anthracite Filter Coal - 1 ton bulk sacks on flatbed truck			
NO BIDS			
4. Anthracite - Crushed, in suitable heavy-duty cloth, paper or polyethylene bags			
SNR Technologies		\$0.2267/lb. – 52# bags	\$5,892.94
5. Caustic Soda - bulk tank truck			
Vertex Chemical Corporation		\$510.00	\$165,750.00
Univar USA, Inc.		\$521.00/dry standard ton	\$169,325.00
K.A. Steel Chemical, Inc.	See Note 10	\$527.00/dry ton	\$171,275.00
Alexander Chemical Corp – A Carus Company		\$528.00	\$171,600.00
Brenntag Mid-South, Inc.		\$529.00	\$171,925.00
Rowell Chemical Corporation		\$540.00/dry ton	\$175,500.00
6. Activated Carbon - bulk truck in loads of 30,000 pounds			
Prominent Systems, Inc.		\$1,320.00/ton	\$39,600.00
Cabot Norit Americas, Inc.	See Note 1	\$0.63/lb.	\$75,600.00
Cal-Pacific Carbon, LLC	See Note 2	\$0.65	\$78,000.00
Thatcher Company of Montana, Inc.	See Note 12	\$0.74/lb. – samples sent	\$88,800.00
Standard Purification		\$0.858/lb.	\$102,960.00
Calgon Carbon Corporation		\$1.25/lb.	\$150,000.00
7. Activated Carbon - 50 lb. bags palletized and plastic wrapped for fork lift			
Cal-Pacific Carbon, LLC	See Note 2	\$1,060.00	\$31,800.00
F2 Industries, LLC		\$1,533.00/ton	\$45,990.00
Standard Purification		\$1,615.00/ton	\$48,450.00
Thatcher Company of Montana, Inc.	See Note 12	\$0.91/lb. – samples sent	\$54,600.00
Cabot Norit Americas, Inc.	See Note 1	\$1,860.00/ton	\$55,800.00
Calgon Carbon Corporation		\$2,540/ton	\$76,200.00
8. Activated Carbon - bulk truck loads not to exceed 20,000 lbs.			
Cabot Norit Americas, Inc.	See Note 1	\$0.68/lb	\$102,000.00
Thatcher Company of Montana, Inc.	See Note 12	\$0.78/lb. – samples sent	\$117,000.00
Cal-Pacific Carbon, LLC	See Note 2	\$0.81	\$121,500.00
Standard Purification		\$0.959/lb.	\$143,850.00
Calgon Carbon Corporation		\$1.20/lb.	\$195,000.00
9. Chlorine (Gas) 150 lb. Cylinders			
Brenntag Mid-South, Inc.		\$0.335 – No Chlorine Gas to East Moline pool	\$11,708.25
Hawkins, Inc.		\$0.35/lb.	\$13,072.00
Viking Chemical	See Note 8	\$0.3585/lb. – No bid for East Moline	\$13,389.98
DPC Enterprises, L.P.		\$0.8334/lb. – No Chlorine for East Moline pool – No deposits	\$31,127.49

SUPPLIER	COST PER UNIT	TOTAL
10. Chlorine (Sodium Hypochlorite 15%) – 4,500 gallon loads		
Vertex Chemical Corporation	\$0.64	\$174,720.00
Rowell Chemical Corporation See Note 7	\$0.71	\$193,830.00
K.A. Steel Chemicals, Inc. See Note 10	\$0.754/gallon	\$205,842.00
DPC Enterprises, L.P.	\$0.78/gallon – Minimum Order -4,500 gallons – 1 drop location per order	\$212,940.00
Alexander Chemical Corporation – A Carus Company	\$0.81	\$221,130.00
11. Chlorine (Liquid) - truck load lots varying from 2 to 6 one-ton cylinders		
Brenntag Mid-South, Inc.	\$367.00	\$40,003.00
Alexander Chemical Corporation – A Carus Company	\$389.00	\$42,401.00
Viking Chemical See Note 8	\$420.00/ton	\$45,780.00
DPC Enterprises, L.P.	\$485.00	\$52,865.00
12. Citric Acid - lots of 5-10, 100 lb. bags		
Viking Chemical See Note 8	\$1.01/lb	\$2,626.00
Hawkins, Inc.	\$1.03/lb.	\$2,678.00
Brenntag Mid-South, Inc.	\$1.15/lb.	\$2,990.00
13. Copper Sulfate - lots of 20-30, 50 lb. bags		
Univar, USA, Inc.	\$1.55	\$9,300.00
Brenntag Mid-South, Inc.	\$2.01	\$12,060.00
14. Hydrofluosilicic Acid - bulk tank truck		
Viking Chemical See Note 8	\$0.305/lb. – East Moline only	\$22,875.00
Hawkins, Inc.	\$0.35/lb. – East Moline only	\$26,250.00
Key Chemical, Inc.	\$477.00/ton or \$0.2385/lb. 23% basis – Moline & RI only 162,500 lbs.	\$38,756.25
Rowell Chemical Corporation See Note 7	\$520.00/ton or \$0.26/lb. – Moline & RI only	\$42,250.00
Brenntag Mid-South, Inc.	\$0.261 - 40,000 lb. minimum 23% assay adjusted – Moline & Rock Island only	\$42,412.50
Mosaic Crop Nutrition, LLC See Note 5	\$0.236/lb. – Moline & RI only	\$56,050.00
Alexander Chemical Corporation – A Carus Company	\$0.2485	\$59,018.75
15. Hydrofluosilicic Acid - 15 gallon buckets		
Hawkins, Inc.	\$0.36/lb. or \$3.65/gallon	\$2,576.07
Viking chemical See Note 8	\$3.80/gallon	\$2,679.00
Brenntag Mid-South, Inc.	\$3.97	\$2,798.85
Water Solutions Unlimited, Inc.	\$4.19/gallon	\$2,953.95
16. Lime - bulk trucks of 50,000 pound loads		
Mississippi Lime Company	\$179.89/ton or \$0.089945/lb. delivered	\$170,895.50
Carmeuse Lime & Stone	\$0.110805/lb. or \$221.61/ton	\$210,529.50
Lhoist North America of Missouri, Inc. See Note 4	\$222.75/ton	\$211,612.50
17. Liquid Carbon Dioxide – Tank Supply		
Poet-CO² See Note 6	\$0.0485/lb.	\$18,187.50
Continental Carbonic Products, Inc. See Note 3	\$0.0525 or \$105.00/ton	\$19,687.50
18. Liquid Ferric Sulfate 18%+++ - bulk tank truck, 4,500 gallon loads		
Kemira Water Solutions, Inc. See Note 11	\$0.1012/wet lb. – Kemira Pix-312	\$28,842.00
Chemtrade Chemicals US, LLC See Note 9	\$0.132/wet lb.	\$49,500.00

SUPPLIER	COST PER UNIT	TOTAL
19. Magnesium Bisulfite - lots of approximately four to eight - 30 gallon plastic drums		
Brenntag Mid-South, Inc.	\$0.57	\$1,140.00
20. Potassium Permanganate - lots of ten -110 lb. (50Kg) drums		
Viking Chemical See Note 8	\$1.91/lb. – 55 lb. drum	\$7,067.00
F2 Industries, LLC	\$1.93/lb.	\$7,141.00
American International Chemical	\$2.21/lb. – 55 lb. drum	\$8,177.00
21. Potassium Permanganate – 55lb drum (25Kg pails) with handles		
F2 Industries, LLC	Moline - \$1.93/lb. Rock Island - \$1.86/lb.	Moline-\$6,369.00 R.I.- \$22,320.00
Carus Corporation	\$1.88/lb.	\$28,764.00
Viking Chemical See Note 8	\$1.91	\$29,223.00
American International Chemical	\$2.01/lb.	\$30,753.00
Water Solutions Unlimited	\$2.58/lb.	\$39,474.00
22. Aqua Mag – 55 gallon drums		
Hawkins, Inc.	\$0.60/lb. – LPC-AM	\$1,881.00
Brenntag Mid-South, Inc.	\$0.65 – AquaPure 3637	\$2,037.75
Carus Corporation	\$0.66	\$2,069.10
23. Phosphoric Acid – Bulk tank truck		
Carus Corporation	\$0.52	\$23,400.00
24. SOD Hypochlorite 12.5% - 53 gallon drums		
Hawkins, Inc.	\$1.37/gallon	\$1,379.59
Water Solutions Unlimited	\$1.40/gallon	\$1,409.80
Brenntag Mid-South, Inc.	\$1.90	\$1,913.30
25. Hydrofluosilicic Acid 23% - 150 lb container		
Hawkins, Inc.	\$0.395/lb. or \$4.00/gallon	\$177.75
Water Solutions Unlimited	\$0.419/lb.	\$188.55
Brenntag Mid-South, Inc.	\$0.90	\$405.00
26. Ferric Chloride – Bulk Tank Truck		
Brenntag Mid-South, Inc.	\$0.14 – bid for 30,000 lbs.	\$4,200.00
Kemira Water Solutions, Inc. See Note 11	\$1.405/gallon – Kemira Pix-311 – minimum 2,500 gallons – bid for 30,000 gallons	\$42,150.00
27. Sodium Bisulfate - Totes		
Viking Chemical See Note 8	\$0.1325/lb.	\$1,987.50
Brenntag Mid-South, Inc.	\$0.26	\$3,900.00

NO BIDS:

1. **C&S Chemicals**
2. **Nalco Company**
3. **Pencco, Inc.**
4. **Polydyne, Inc.**
5. **Praxair**
6. **Shannon Chemical**

VENDOR NOTES:

- 1) **Cabot Norit Americas** – See exceptions for Activated Carbon on the enclosed cover letter.
- 2) **Cal-Pacific Carbon** – Does not accept credit cards.
- 3) **Continental Carbonic** – * Subject to a twenty (20) ton minimum and standard CCPI uncontrollable disruption language**. Pricing assumes invoices will be sent electronically. Continental Carbonic accepts the use of JP Morgan Chase MasterCard credit card.
** Neither party hereto will be liable in damages or otherwise to the other for default or delay in the performance of any of its obligations hereunder due to an uncontrollable interruption which shall include Acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, lockout, labor disturbance, national defense requirement, governmental action, law, ordinance, rule or regulation, whether valid or invalid, inability to obtain or curtailment of electricity or other type of energy, raw material, labor, equipment or transportation, failures of normal sources of supply, or any similar or different contingency beyond its reasonable control which would make performance commercially impracticable whether or not contingency is the same type as those enumerated above. If, as a result of an uncontrollable interruption, CCPI incurs increased cost to produce or deliver the Product, CCPI shall have the right to pass along this cost increase to PURCHASER. PURCHASER shall have the right to decline to purchase Product as long as such price increase is in effect. If PURCHASER purchases Product from CCPI after having received notice of such price increase(s), PURCHASER shall pay its current price for Product plus such increase(s).
- 4) **Lhoist** – Additional truck fuel surcharge, based on rate at time of shipment applies. Material per attached product information sheet.
- 5) **Mosaic** – Above price is based on 23% assay adjusted basis and 40,000/lb. minimum releases. Price is for Moline and Rock Island only. No bid on bulk loads for East Moline.
- 6) **Poet-CO²** – Vendor does not accept credit cards.
- 7) **Rowell Chemical** – Hydrofluosilicic Acid to East Moline is a no bid – because of short load requirement. All bulk prices are based on full truck load (4,000 gallons or 40,000 lbs. minimum per order.
- 8) **Viking Chemical** – Next day delivery is our standard; credit cards not accepted.
- 9) **Chemtrade** – Does not accept credit card payment.
- 10) **K.A. Steel Chemicals** – Please review attached KASC Supply Agreement. Bid documents are submitted subject to mutual agreement to the enclosed suggested Supply Agreement. We agree to continue to accept your credit card payments.
Sodium Hypochlorite 15% trade vol. Price based on minimum 4,500 gals. shipments. Short loads will have freight adjusted per load. Net 30 days. Lead Time: 1-2 days.
Sodium Hydroxide Diaphragm Cell 50%. Price based on minimum 46,000 wet lbs. per shipment delivered to one tank at facility. Terms: Net 30 days. Lead Time: 1-2 days.
Demurrage = \$80 per hour billed after two hours. Extra hose charge after 40 ft @1.00 per ft. Returned loads = full freight out & ½ rate back. Drumming Nozzle = \$75. Split Delivery Charge = \$75.
- 11) **Kemira** – Does not accept credit cards.
- 12) **Thatcher Chemical** – Attached Appendices A & B for part of our proposal.

Water Chemical Bid Opening – October 29, 2014

11/4/14

**CITY OF MOLINE PUBLIC WORKS
CHEMICAL VENDORS FOR 2015**

CHEMICAL	VENDOR	2014 UNIT COST	2015 UNIT COST
AMMONIA	TANNER INDUSTRIES, INC.	\$1,620.00/ton	\$1,620.00/ton
CARBON	THATCHER COMPANY OF MONTANA INC.	\$1,160.00/ton	\$1480.00/ton
CHLORINE (Liquid – 1-Ton Containers)	BRENNTAG MID-SOUTH, INC.	\$369.00/ton	\$367.00/ton
CHLORINE (Sodium Hypochlorite)	VERTEX CHEMICAL CORPORATION	\$0.670/gal	\$0.64/gal
FLUORIDE	MOSAIC CROP NUTRITION, LLC	\$520.00/ton	\$472.00/ton
LIME	MISSISSIPPI LIME	\$171.00/ton	\$179.89/ton
LIQUID CARBON DIOXIDE	POET-CO2	\$70.00/ton	\$97.00/ton
LIQUID FERRIC SULFATE	KEMIRA WATER SOLUTIONS, INC.	\$204.40/ton	\$202.40/ton
POLYMER - ANIONIC	HAWKINS, INC.	\$3832.80/ton	\$3680.00/ton
POLYMER - CATIONIC	SOLENIS	\$2,100.00/ton	\$2100.00/ton
POLYMER - FILTER AID	CARUS CORPORATION	\$2,140.00/ton	\$2140.00/ton
POLYMER – NORTH SLOPE	SOLENIS	\$2,440.00/ton	\$2,440.00/ton
POLYMER – SOUTH SLOPE	SOLENIS	\$4,100.00/ton	\$4,100.00/ton
POLYMER – SOUTH SLOPE	POLYDYNE INC.	\$2,100.00/ton	\$2100.00/ton
POTASSIUM PERMANGANATE	CARUS CORPORATION	\$3,800.00/ton	\$3760.00/ton
SODIUM POLYPHOSPHATE	CARUS CORPORATION	\$1,336.00/ton	\$1260.00/ton

Council Bill/Resolution No. 1004-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute Licensing Agreements for 2015 permit approved applications for use of public right-of-way or City-owned property.

WHEREAS, prior to 2014, all proposed licensing agreements were presented to the City Council for approval one at a time, which oftentimes delayed the construction schedule for the requested activities; and

WHEREAS, in addition, the cost of the \$560 application fee to recoup the staff time involved in the process was seen by contractors and others as excessive; and

WHEREAS, last year, the City Council approved a resolution to streamline the coordination and approval process by implementing a procedure to allow staff to administer and approve all 2014 licensing agreements and allow the Mayor and City Clerk to execute the approved licensing agreements without each agreement being presented to City Council; and

WHEREAS, staff is requesting that the City Council approve a similar resolution for 2015 as staff believes this procedural change improved customer service by minimizing construction delays and staff time and allowed a reduction in the cost to process the applications from \$560 to \$150 per project.

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 Licensing Agreements for 2015 approved permit applications for use of public right-of-way or City-owned property; provided, however, that said Agreements are in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 27, 2015

Date

Passed: January 27, 2015

Approved: February 3, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

LICENSEE: *2015 Licensing Agreements*

LICENSING AGREEMENT

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

 The LICENSEE is a *2015 Licensing Agreement Applicant* hereinafter called the LICENSEE.

PREMISES: On, underneath or overhanging *public right-of-way or City-owned property*

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for installing approved structures that are located on, overhanging or underneath the premises.

INTEREST LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the *2015 Licensing Agreement*.

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

TERM: *The term of this Licensing Agreement is from:*

January 20, 2015 through December 31, 2015

FEE: The usage charge is \$30 per year.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable** . Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$ 1,000,000 for bodily injury, or death, property damage, all types of liability and \$2,000,000 aggregate, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

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

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

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

LICENSEE:

CITY OF MOLINE, ILLINOIS:

2015 Licensing Agreements

By: _____
Mayor

By: _____

Address and Telephone:

Attest: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1005-2015

Sponsor: _____

A RESOLUTION

APPROVING the Final Plat for Calvary First Addition (*Calvary Church of the QC, 4700 53rd Street, Moline, Illinois*).

WHEREAS, this Council did preliminarily approve a plat for Calvary First Addition submitted to the City by Calvary Church of the QC by adopting Special Ordinance No. 4035-2014; and

WHEREAS, this Council granted variances to Section 29-3119, "SIDEWALKS," Section 39-3127, "WATER FACILITIES," and Section 29-3129, "SANITARY SEWERS," for Calvary First Addition in its Special Ordinance No. 4035-2014; and

WHEREAS, all procedural steps required by Chapter 29 of the Moline Code of Ordinances and General Ordinance No. 3038-2011 for planned unit development (PUD) rezoning 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 Calvary 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 Calvary First Addition, a subdivision of property described as follows:

Part of Out Lot 2 of the Third Addition to Heritage Subdivision and Part of Section 14, Township 17 North, Range 1 West of the 4th Principal Meridian to the City of Moline, County of Rock Island, State of Illinois;

be and the same is hereby approved.

BE IT FURTHER RESOLVED that this Council accepts the Memorandum of Variance Requirements attached hereto as Exhibit A and authorizes the Mayor to sign and submit said document to the developer for recording.

BE IT FURTHER RESOLVED that the offer to dedicate all streets, easements, and other public land shown on said plat will be accepted by this Council upon receipt of certificate of the City Engineer.

CITY OF MOLINE, ILLINOIS

Mayor

January 27, 2015

Passed: January 27, 2015

Approved: February 3, 2015

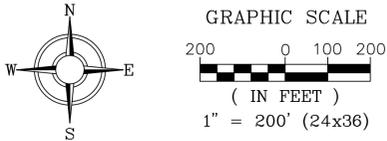
Attest: _____
City Clerk

Approved as to Form:

City Attorney

FINAL PLAT CALVARY ADDITION

PART OF LOT 1 OF HERITAGE LUTHERAN CHURCH ADDITION
PART OF OUT LOT 2 OF THE THIRD ADDITION
TO HERITAGE SUBDIVISION AND PART OF
SECTION 14, TOWNSHIP 17 NORTH, RANGE 1
WEST OF THE 4th PRINCIPAL MERIDIAN
TO THE CITY OF MOLINE, IL



CURRENT OWNERS:
CALVARY CHURCH OF THE QC
4700 53rd STREET
MOLINE, ILLINOIS
61265

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

PREPARED FOR:
CALVARY CHURCH OF THE QC
4700 53rd STREET
MOLINE, ILLINOIS
61265

PREPARED BY:
TOWNSEND ENGINEERING
2224 E. 12th STREET
DAVENPORT, IOWA 52803
PHONE NO. (563) 386-4236

COUNTY CLERK'S CERTIFICATE

I, KAREN KINNEY COUNTY CLERK OF 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 _____

NOTARY PUBLIC'S CERTIFICATE
STATE OF ILLINOIS
COUNTY OF ROCK ISLAND

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFOREMENTIONED, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC _____

DATE _____

CITY CLERK'S CERTIFICATE

I, TRACY A. KORANDA, CITY CLERK OF MOLINE, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO UNPAID OR FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED WITHIN THIS PLAT

CITY CLERK _____

DATE _____

CERTIFICATE OF CITY COUNCIL

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

MAYOR _____

CITY CLERK _____

CITY ENGINEER'S CERTIFICATE

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

DIRECTOR OF PUBLIC WORKS _____

DIRECTOR OF PLANNING AND DEVELOPMENT _____

CERTIFICATE AS TO SCHOOL DISTRICT

I, TIM BOWMAN, REPRESENTATIVE OF THE OWNER OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S STATEMENT, DO HEREBY ACKNOWLEDGE THAT THE REAL ESTATE DESCRIBED IN SAID PLAT LIES IN DISTRICT NUMBER 40 SCHOOL DISTRICT.

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

NOTARY PUBLIC _____

THE CLOSURE CALCULATIONS EXCEEDED THOSE REQUIRED BY THE "2008 ILLINOIS COMPILED STATUTES AND ADMINISTRATIVE RULES" FOR THE PRACTICE OF PROFESSIONAL LAND SURVEYING IN THE STATE OF ILLINOIS

IRREVOCABLE OFFERS OF DEDICATION FORM

THE OWNER, OR OWNER'S REPRESENTATIVE, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF MOLINE, IN FEE SIMPLE ABSOLUTE UNLESS OTHERWISE CALLED FOR ON THE PLAT ALL THE STREETS, LOCAL GOVERNMENT LINES, EASEMENTS, PARKS, AND REQUIRED UTILITIES SHOWN WITHIN THE SUBDIVISION PLAT AND CONSTRUCTION PLANS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION DATED _____ AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ROCK ISLAND COUNTY, ILLINOIS.

BY _____

DATE _____

LEGEND:

DEED DIMENSION = (0.00')

FIELD DIMENSION = 0.00'

MONUMENTS FOUND

AS NOTED = ●

MONUMENTS SET:

#4 REBAR W/ RED CAP #10897 = ○

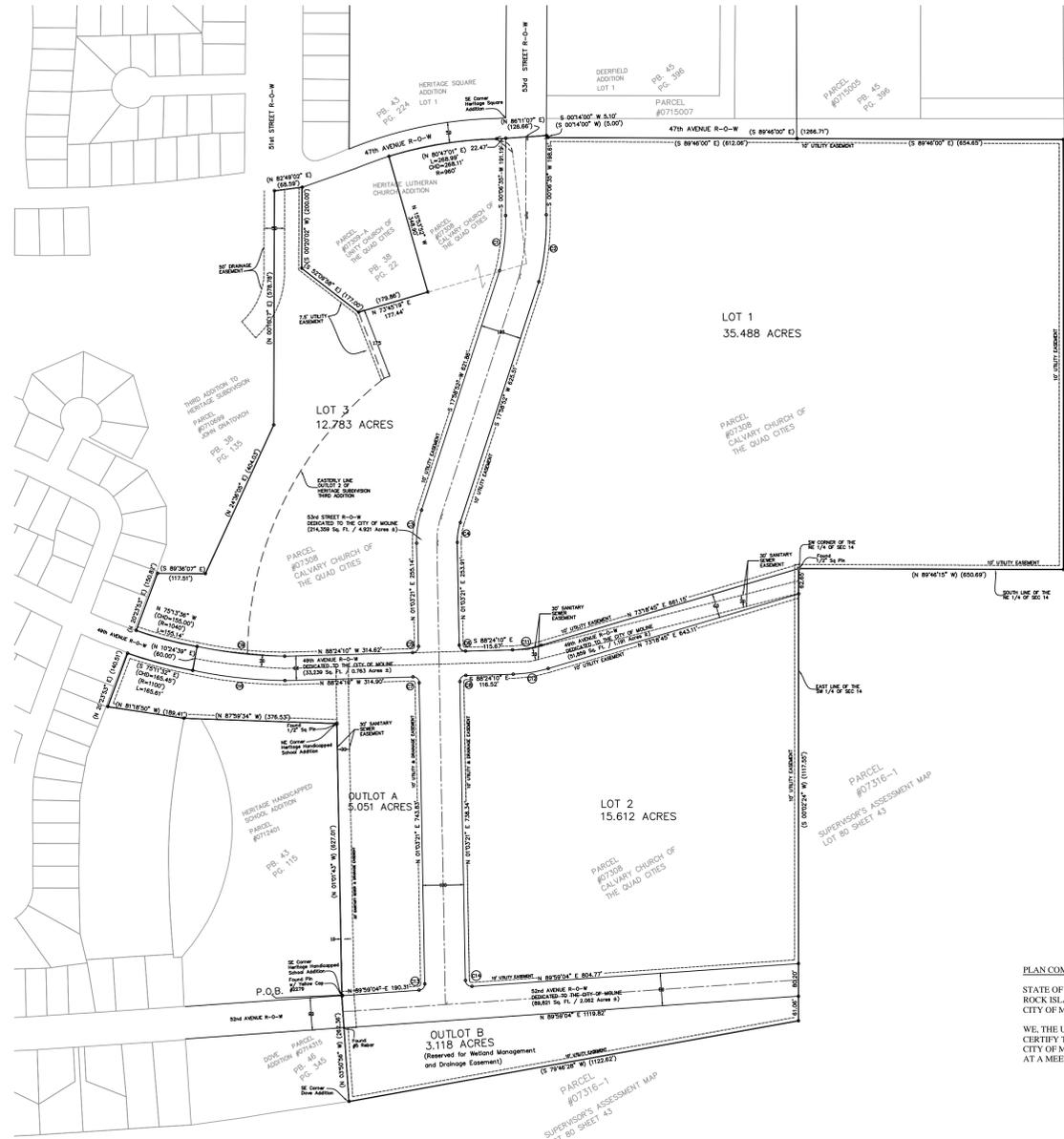
BOUNDARY LINE = _____

ROAD CENTER LINE = _____

EASEMENT LINE = _____

SETBACK LINE = _____

SECTION LINE = _____



SUBDIVISION AREAS:

TOTAL AREA: 80.989 ACRES +/-
LOT 1: 35.488 ACRES
LOT 2: 15.612 ACRES
LOT 3: 12.783 ACRES
OUTLOT A: 0.051 ACRES
OUTLOT B: 3.118 ACRES
53rd STREET R-O-W: 4.921 ACRES
49th AVENUE R-O-W: 1.954 ACRES
52nd AVENUE R-O-W: 2.062 ACRES

PLAN COMMISSION CERTIFICATE:

STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS
CITY OF MOLINE)
WE, THE UNDERSIGNED OFFICERS OF THE PLAN COMMISSION OF THE CITY OF MOLINE, ILLINOIS, DO CERTIFY THAT THE ACCOMPANYING PLAT OF _____ AN ADDITION TO THE CITY OF MOLINE, ILLINOIS, WAS RECOMMENDED TO THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, AT A MEETING HELD ON THE _____ DAY OF _____, A.D. 20____.

MOLINE PLAT COMMISSION

CHAIRMAN _____

SECRETARY _____

SURVEYOR'S CERTIFICATE:

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

I, CHARLES G. LEHMAN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2816, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION ACCORDING TO THE SURVEYING LAWS OF THE STATE OF ILLINOIS AND THE CITY OF MOLINE'S SUBDIVISION ORDINANCE, OF THE FOLLOWING DESCRIBED PROPERTY TO WIT:

PARCEL #07308, WHICH IS PART OF LOT 1 OF HERITAGE LUTHERAN CHURCH ADDITION, PART OF OUTLOT 2 OF THE THIRD ADDITION TO HERITAGE SUBDIVISION, PART OF OUTLOT 1 OF THE FOURTH ADDITION TO HERITAGE SUBDIVISION, BEING IN SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF MOLINE, COUNTY OF ROCK ISLAND, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF HERITAGE HANDICAPPED SCHOOL ADDITION TO THE CITY OF MOLINE, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF 52ND AVENUE;
THENCE NORTH 01 DEGREES 01 MINUTES 43 SECONDS WEST ALONG THE WESTERLY LINE OF SAID HERITAGE HANDICAPPED SCHOOL ADDITION, A DISTANCE OF 627.01 FEET TO THE NORTHEAST CORNER OF SAID HERITAGE HANDICAPPED SCHOOL ADDITION;
THENCE NORTH 87 DEGREES 59 MINUTES 34 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID HERITAGE HANDICAPPED SCHOOL ADDITION, A DISTANCE OF 376.53 FEET;
THENCE NORTH 81 DEGREES 18 MINUTES 50 SECONDS WEST, A DISTANCE OF 189.41 FEET;
THENCE NORTH 20 DEGREES 23 MINUTES 53 SECONDS EAST, A DISTANCE OF 140.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 49TH AVENUE;
THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID 49TH AVENUE, 165.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A 1100.00 FEET LONG RADIUS, CONCAVE NORTHEASTERLY WITH A 165.45 FEET LONG CHORD THAT BEARS SOUTH 75 DEGREES 11 MINUTES 32 SECONDS EAST;
THENCE NORTH 10 DEGREES 24 MINUTES 39 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID 49TH AVENUE;
THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID 49TH AVENUE, 155.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A 1040.00 FEET LONG RADIUS, CONCAVE NORTHEASTERLY WITH A 155.00 FEET LONG CHORD THAT BEARS NORTH 75 DEGREES 13 MINUTES 36 SECONDS WEST;
THENCE NORTH 20 DEGREES 23 MINUTES 53 SECONDS EAST, A DISTANCE OF 150.82;
THENCE SOUTH 89 DEGREES 36 MINUTES 07 SECONDS EAST, A DISTANCE OF 117.51 FEET;
THENCE NORTH 15 DEGREES 36 MINUTES 07 SECONDS EAST, A DISTANCE OF 404.03 FEET;
THENCE NORTH 00 DEGREES 10 MINUTES 17 SECONDS WEST, A DISTANCE OF 578.78 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 47TH AVENUE;
THENCE NORTH 82 DEGREES 49 MINUTES 02 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 68.59 FEET;
THENCE SOUTH 00 DEGREES 20 MINUTES 02 SECONDS WEST, A DISTANCE OF 200.00 FEET;
THENCE SOUTH 52 DEGREES 09 MINUTES 58 SECONDS EAST, A DISTANCE OF 177.00 FEET;
THENCE NORTH 73 DEGREES 45 MINUTES 19 SECONDS EAST, A DISTANCE OF 177.44 FEET;
THENCE NORTH 15 DEGREES 36 MINUTES 07 SECONDS WEST, A DISTANCE OF 348.90 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID 47TH AVENUE;
THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID 47TH AVENUE, 268.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A 960.00 FEET LONG RADIUS, CONCAVE SOUTHEASTERLY WITH A 268.11 FEET LONG CHORD THAT BEARS NORTH 80 DEGREES 47 MINUTES 01 SECONDS EAST;
THENCE NORTH 86 DEGREES 11 MINUTES 07 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 126.66 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.10 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE;
THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1266.71 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS EAST TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1062.16 FEET;
THENCE NORTH 89 DEGREES 46 MINUTES 15 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 14, A DISTANCE OF 650.69 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 49TH AVENUE AS DEDICATED BY THIS PLAT OF SUBDIVISION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 14;
THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 1117.55 FEET;
THENCE SOUTH 79 DEGREES 46 MINUTES 28 SECONDS WEST, A DISTANCE OF 1122.62 FEET TO THE SOUTHEAST CORNER OF DOVE ADDITION;
THENCE NORTH 03 DEGREES 50 MINUTES 56 SECONDS WEST, A DISTANCE OF 262.36 TO THE POINT OF BEGINNING, CONTAINS 80.989 ACRES MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS OF RECORD.

MONUMENTS AS SHOWN ON THE PLAT ARE SET OR WILL BE SET WITHIN THIRTY (30) DAYS AFTER THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE 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.

A PORTION OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD AREA, IDENTIFIED AS ZONE AE BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND DEPICTED ON FLOOD INSURANCE RATE MAP #17161C0329F.

IN WITNESS, I HEREBY SET MY HAND AND SEAL THIS _____ DAY OF _____, 2015 A.D.

CHARLES G. LEHMAN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2816



NOTES:

DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MOLINE STANDARD SPECIFICATIONS.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

THE SUBJECT PROPERTY IS ZONED R-2: SINGLE FAMILY RESIDENTIAL DISTRICT AND ADJOINING PROPERTIES ARE ZONED O-1: OFFICE DISTRICT TO THE NORTH, C-2: CONSERVATION DISTRICT TO THE SOUTH, SOUTHEAST AND NORTHWEST B-4: INTENSIVE HIGHWAY DISTRICT TO THE NORTHEAST AND R-4: ONE TO SIX FAMILY DWELLING DISTRICT TO THE SOUTHWEST. ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL, IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.

PORTIONS OF SUBDIVISION LOCATED WITHIN FLOOD ZONE AE PER FLOOD INSURANCE RATE MAP #17161C0329F, MAP REVISED APRIL 5, 2010.

BASE FLOOD ELEVATION FOR ZONE AE = 572 FEET (NAVD 88).
REMAINDER OF SUBDIVISION LOCATED WITHIN FEMA ZONE X.

OUTLOT B TO BE RESERVED FOR WETLAND MANAGEMENT AND DRAINAGE EASEMENT.

STORM WATER SHALL BE CONVEYED FROM STREET PAVING VIA BIOSWALES LOCATED BETWEEN BACK OF CURB AND SIDEWALK. EMERGENCY OVERFLOW STRUCTURES TO BE LOCATED IN SWALE TO PIPE STORM WATER PERPENDICULAR TO ROAD.

VARIANCE NOTES:

a. Sec 29-3119. SIDEWALKS
Sidewalks are required on both sides of the streets, at the time the lot is developed or prior to an occupancy permit.

VARIANCE: Sidewalk shall be constructed along the west side of 53rd Street and the north side of 52nd Avenue, providing a pedestrian connection from 47th Avenue to 52nd Avenue. The east sidewalk shall be completed at the time Lot 2 is developed.

b. Sec 29-3127. WATER FACILITIES
A complete water distribution system adequate to serve all lots within the subdivision is required.

VARIANCE: Water main installation shall be delayed until new building construction is initiated with the subdivision. When the Owner proceeds with construction of any new buildings within the subdivision, the water main will be extended from its existing dead end at 4700 53rd Street to the dead end at the westerly end of 52nd Avenue.

c. Sec 29-3129. SANITARY SEWERS AND Sec. 29-3130 WHEN PUBLIC SYSTEM AVAILABLE.
Shall provide sewer to all lots within the subdivision.

VARIANCE: Sanitary sewer installation shall be delayed until such time that 52nd Avenue is extended to the east along the southerly portion of Calvary Addition.



PROFESSIONAL ENGINEER'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS BOTH WITHIN AND AROUND THIS SUBDIVISION WILL NOT BE CHANGED BY THE CONSTRUCTION OF SAME PARTS THEREOF.

CHRIS TOWNSEND
REGISTERED PROFESSIONAL ENGINEER 662-05970

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	137.33	525.00	14°59'14"	136.94	S06°07'08"W
C2	166.11	625.00	15°13'41"	165.63	S06°21'48"W
C3	83.06	250.00	19°02'13"	82.68	S08°27'45"W
C4	49.84	150.00	19°02'13"	49.61	S08°27'45"W
C5	23.42	15.00	89°27'31"	21.11	S43°40'24"W
C6	23.70	15.00	90°32'29"	21.31	S46°19'36"E
C7	23.70	15.00	90°32'29"	21.31	S46°19'36"E
C8	23.42	15.00	89°27'31"	21.11	S43°40'24"W
C9	216.78	1040.00	11°56'33"	216.38	S83°39'14"E
C10	228.34	1100.00	11°53'36"	227.93	S83°44'00"E
C11	71.58	270.00	15°11'20"	71.37	N80°48'30"E
C12	87.48	330.00	15°11'20"	87.23	N80°48'30"E
C13	22.79	15.00	87°02'25"	20.66	S42°27'51"W
C14	24.34	15.00	92°57'35"	21.75	S47°32'09"E



DATE: 07/18/14
TE PROJECT NO: Calvary Church
563 386.4236 office 386.4231
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: MDR
CHECKED BY: CRT, CGL
DRAWING LOCATION: S:\Calvary Church\FinalPlat.dwg

REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT
FINAL PLAT
CALVARY ADDITION
MOLINE, IL

OWNER
CALVARY CHURCH OF THE QUAD CITIES
4700 53rd STREET
MOLINE, IL 61265

SHEET NO.
1
OF
1

SURVEYOR'S CERTIFICATE:
STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS.
CITY OF MOLINE)

I, CHARLES G. LEHMAN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2816, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION ACCORDING TO THE SURVEYING LAWS OF THE STATE OF ILLINOIS AND THE CITY OF MOLINE'S SUBDIVISION ORDINANCE, OF THE FOLLOWING DESCRIBED PROPERTY TO WIT:

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IN WITNESS, I HEREUNTO SET MY HAND AND SEAL THIS _____ DAY
OF _____, 2015 A.D.

CHARLES G. LEHMAN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2816

Council Bill/Resolution No. 1006-2017

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and Police Chief to execute an Equitable Sharing Agreement and Certification between the Federal Government and the Moline Police Department setting forth the requirements for participation in the Equitable Sharing Program and certifying all receipts and expenditures of federal forfeiture funds, property and interest during the last fiscal year.

WHEREAS, the police department is occasionally awarded funds and/or property through federal forfeiture proceedings; and

WHEREAS, the Department of Justice and Department of the Treasury mandate any law enforcement agency participating in the federal forfeiture equitable sharing program to enter into a formal Equitable Sharing Agreement and Certification on an annual basis; and

WHEREAS, the agreement certifies receipts and expenditures during fiscal year 2014 and renews participation in the program for the period January 1, 2015 through December 31, 2015.

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

That the Mayor and Police Chief are hereby authorized to execute an Equitable Sharing Agreement and Certification between the Federal Government and the City of Moline Police Department, setting forth the requirements for participation in the Equitable Sharing Program and certifying all receipts and expenditures of federal forfeiture funds, property and interest during the last fiscal year; 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.

CITY OF MOLINE, ILLINOIS

Mayor
January 27, 2015
Date

Passed: January 27, 2015

Approved: February 3, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training	\$3,020.52	
e	Total spent on communications and computers	\$10,595.18	
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$13,615.70	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%;"></td> </tr> </table>								

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds						
Agency Name: <input style="width: 450px;" type="text"/>								
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 12.5%; height: 20px;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>								

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds						
Agency Name: <input style="width: 450px;" type="text"/>								
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 12.5%; height: 20px;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>								

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
		<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Signature: _____
Name: Kim Hankins
Title: Chief of Police
Date: _____
E-mail: khankins@moline.il.us

Governing Body Head

Signature: _____
Name: Scott Raes
Title: Mayor
Date: _____
E-mail: sraes@moline.il.us

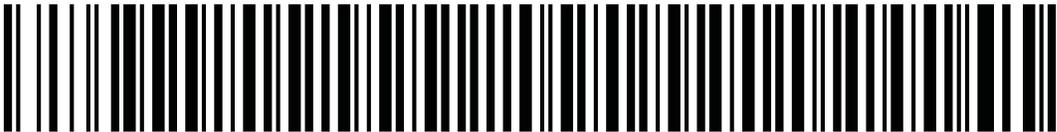
Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: Email the XML file to aca.submit@usdoj.gov
- Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

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Entered by _____	
Entered on _____	
<input type="radio"/> FY End: 12/31/2014	Date Printed: January 09, 2015 09:13
<input checked="" type="radio"/> NCIC: IL0810600	Agency: Moline Police Department
<input type="radio"/> State: IL	Preparer: Jody Walker
	Phone: 309-524-2230
	E-mail: jwalker@moline.il.us