



# MOLINE CITY COUNCIL AGENDA

Tuesday, September 15, 2015

6:30 p.m.

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

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Parker

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.

COUNCIL MEMBER	PRESENT	ABSENT
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes

Committee of the Whole and Council meeting minutes of September 1, 2015 and August Financial Report

Second Reading Ordinances

**1. Council Bill/General Ordinance 3031-2015**

**An Ordinance amending Chapter 5, “AMUSEMENTS,” of the Moline Code of Ordinances, Sec. 5-2102, “APPLICATION FOR LICENSE; LICENSE FEE,” by repealing said section in its entirety and reserving it for future use.**

**Explanation:** City staff presented a 2016 License Policy and Fee Review at the August 25, 2015 Committee-of-the-Whole meeting. A recommendation to eliminate the current motion picture theater license and fee requirement was made as the City’s Fire Department conducts an annual inspection of all commercial buildings, and a separate application and inspection for a motion picture theater is not required.

**Fiscal Impact:** Revenue decrease of \$800 annually

**Public Notice/Recording:** Pamphlet publication

**2. Council Bill/General Ordinance 3032-2015**

**An Ordinance amending Chapter 11, “FIRE PREVENTION AND PROTECTION,” of the Moline Code of Ordinances, Sec. 11-1101.1, “FEES,” by repealing subsection (g) in its entirety and enacting in lieu thereof one new subsection (g) dealing with the same subject matter.**

**Explanation:** City staff presented a 2016 License Policy and Fee Review at the August 25, 2015 Committee-of-the-Whole meeting. A recommendation was made to amend the annual permit fees in Sec. 11-1101.1(g) by a flat fee increase to help in recovering costs associated with hazardous materials inspections.

**Fiscal Impact:** Anticipated revenue increase of \$4,425 annually

**Public Notice/Recording:** Pamphlet publication

**3. Council Bill/Special Ordinance 4034-2015**

**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 “Moline High School Homecoming Parade” scheduled for Friday, September 25, 2015.**

**Explanation:** This is annual event and has been reviewed and approved by the Special Event Committee.

**Public Notice/Recording:** N/A

**Fiscal Impact:** N/A

**4. Council Bill/Special Ordinance 4035-2015**

**A Special Ordinance authorizing the Mayor and City Clerk to execute a lease agreement with the Friends of Riverside for the purpose of maintaining and beautifying the Riverside Park Gardens, for a lease term of August 1, 2015 through December 31, 2020.**

**Explanation:** The Friends of Riverside group desires a lease agreement for the purpose of maintaining and beautifying the Riverside Park Gardens. The Park and Recreation Board supports the agreement and believes that this agreement will enhance services for residents and visitors utilizing Riverside Park and the Garden Center. The Friends of Riverside has been maintaining these gardens for over 35 years. Additional documentation attached.

**Fiscal Impact:** City of Moline will receive \$250.00 per year for the lease term.

**Public Notice/Recording:** N/A

**5. Council Bill/Special Ordinance 4036-2015**

**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 “Quad Cities Marathon & Races” scheduled for Sunday, September 27, 2015.**

**Explanation:** This is annual event and has been reviewed and approved by the Special Event Committee.

**Public Notice/Recording:** N/A

**Fiscal Impact:** N/A

**6. Council Bill/Special Ordinance 4037-2015**

**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 “Boys & Girls Club Day for Kids” scheduled for Saturday, September 19, 2015.**

**Explanation:** This is annual event and has been reviewed and approved by the Special Event Committee.

**Public Notice/Recording:** N/A

**Fiscal Impact:** N/A

**7. Council Bill/Special Ordinance 4038-2015**

**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 “Unity Point Quad Cities Classic Rowing Regatta” scheduled for Saturday, September 19, 2015.**

**Explanation:** This is annual event and has been reviewed and approved by the Special Event Committee.

**Public Notice/Recording:** N/A

**Fiscal Impact:** N/A

**Resolutions**

**8. Council Bill/Resolution 1101-2015**

**A Resolution authorizing the Mayor and City Clerk to execute a Contract with KCM Construction Corp. for Project #1188, Hawk Hollow Subdivision, in the amount of \$719,800.65.**

**Explanation:** Bids were opened and publicly read on August 18, 2015, for Project #1188 with the following results:

\$719,800.65	KCM Construction Corp.
\$788,644.00	Langman Construction, Inc.
Incomplete Bid	Legacy Corporation of IL
Incomplete Bid	Miller Trucking & Excavating, Inc.
Incomplete Bid	McCarthy Improvement Company

KCM Construction Corp. submitted the lowest responsible and responsive bid.

**Fiscal Impact:** Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CDBG	263,422.83	263,422.83	230-0729-492.14-48
CDBG	123,442.17	123,442.17	230-0729-492.15-48
Land Sale	108,000.00	108,000.00	
TIF #6	224,935.65	224,935.65	
	\$719,800.65	\$719,800.65	

The following TIF account numbers may be used: 244-0775-496.08-45, 244-0775-496.08-30, 244-0775-496.08-35, 244-0775-496.08-10, and 244-0775-496.04-27.

**Public Notice/Recording:** N/A

**9. Council Bill/Resolution 1102-2015**

**A Resolution authorizing the Mayor and City Clerk to execute, on behalf of the City of Moline, a Settlement Agreement between Cheryle Colmark and the City.**

**Explanation:** The City and Cheryle Colmark have the following cases pending in litigation: Rock Island County Case 14 MR 927, Rock Island County Case 13 MR, 935, and an appeal of Rock Island County Case 13 MR 919, in the Illinois Appellate Court Third District as Case No. 3-15-0255. The above-referenced litigation involves two parcels of property in the City of Moline (Parcel Nos. 08-1412 and 08-4834-1) and a continuous retaining wall that runs along the entire west side of each parcel. The subject retaining wall is dangerous and in dire need of repair or replacement. The City and Cheryle Colmark wish to enter into a Settlement Agreement to settle the above-referenced cases in full.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

OMNIBUS VOTE		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

**Omnibus Vote**

**Non - Consent Agenda**

**First Reading Ordinances**

**10. Council Bill/General Ordinance 3033-2015**

**An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 7 thereof, “ONE-WAY STREETS,” by including Tenth Street, from Fourteenth Avenue to Sixteenth Avenue, traveling southbound for the hours of 7:30 a.m. to 8:30 a.m. and 1:00 p.m. to 3:30 p.m. on school days.**

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

**11. Council Bill/General Ordinance 3034-2015**

**An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Section 20-4201, “SPECIAL SPEED LIMITS WHILE PASSING SCHOOLS,” Appendix 35 thereof, “ALTERED SPEED LIMITS,” by removing Sixteenth Street, from 250 feet south of Twenty-Fourth Avenue to Twenty-sixth Avenue, east branch**

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

**12. Council Bill/Special Ordinance 4039-2015**

**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 NAMI Greater Mississippi Valley “NAMI Walk” scheduled for Saturday, September 26, 2015.**

**Explanation:** This is a first time event and has been reviewed and approved by the Special Event Committee.

**Public Notice/Recording:** N/A

**Fiscal Impact:** N/A

### **13. Council Bill/Special Ordinance 4040-2015**

**A Special Ordinance vacating a portion of the East half of 16<sup>th</sup> Street (formerly Lynde Street), located north of the Northerly line of River Drive (formerly Main Street) and south of the northern half of 2<sup>nd</sup> Avenue (formerly Wells Street) to the City of Moline.**

**Explanation:** The City of Moline has requested that a portion of the East half of 16<sup>th</sup> Street (formerly Lynde Street), located north of the Northerly line of River Drive (formerly Main Street) and south of the northern half of 2<sup>nd</sup> Avenue (formerly Wells Street) be vacated to the City of Moline, to facilitate the conveyance of said portion to the United States of America. The area to be vacated has been closed to vehicle traffic for several years and lies primarily adjacent to and underneath the on-ramp to the Rock Island Arsenal. Vacating said right-of-way to the City of Moline will allow the City of Moline to deed the property to the United States of America. This Special Ordinance is based upon the statutory authority provided in 65 ILCS 5/11-91-1.

**Fiscal Impact:** N/A

**Public Notice/Recording:** Law Department to Record

### **14. Council Bill/Special Ordinance 4041-2015**

**A Special Ordinance suspending Section 23-2102(c)(7) of Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, temporarily, as it relates to the sale, possession and consumption of alcohol; and authorizing the Mayor/Local Liquor Control Commissioner and the City Clerk to permit the sale, possession and consumption of alcohol on municipal property during the Fall Flemish Fest to be held at Stephens Park, Moline, Illinois, on September 20, 2015.**

**Explanation:** Section 23-2102(c)(7) of the Moline Code of Ordinances prohibits any person from selling, possessing, or being under the influence of any intoxicating beverages within any park, playground or other area under the jurisdiction of the Park and Recreation Board, with the exception of the Green Valley Sports Complex. The Center for Belgian Culture has requested the City's permission to allow the sale, possession and consumption of beer at its Fall Flemish Fest scheduled for September 20, 2015 at Stephens Park from 9:00 a.m. to 5:00 p.m. (this includes set-up and clean-up time). The Moline Park Board has approved this request. This was a City of Moline sponsored event in 2013 and the Center for Belgian Culture has now taken over sponsorship for the 2014 and now 2015 Fall Flemish Fest. Beer will only be allowed within a portion of the park as illustrated on the attached exhibit; restricted areas will be monitored and designated with signs and fencing or similar barriers. Approval of this ordinance will temporarily suspend the Code provision for the express purpose of allowing the sale, possession and consumption of beer at this event and permit the Mayor and City Clerk to work with the Center for Belgian Culture to ensure proper licensing and insurance for the event pursuant to Chapter 4 of the Code. Additional documentation attached.

**Public Notice/Recording:** N/A

**Fiscal Impact:** N/A

### **15. Council Bill/Special Ordinance 4042-2015**

**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 "Raising the Roof for Wounded Warriors" event scheduled for Sunday, September 27, 2015.**

**Explanation:** This is a first time event and has been reviewed and approved by the Special Event Committee.

**Public Notice/Recording:** N/A

**Fiscal Impact:** N/A

### **16. Council Bill/Special Ordinance 4043-2015**

**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 "Maria's Taco House 30<sup>th</sup> Anniversary" scheduled for Saturday, September 26, 2015.**

**Explanation:** This is a first time event and has been reviewed and approved by the Special Event Committee.

**Public Notice/Recording:** N/A

**Fiscal Impact:** N/A

**17. Council Bill/Special Ordinance 4044-2015**

**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 “Bier Stube Oktoberfest” scheduled for Friday, September 25, 2015, and Friday, October 2, 2015 through Saturday, October 3, 2015.**

**Explanation:** This is an annual event and has been reviewed and approved by the Special Event Committee.

**Public Notice/Recording:** N/A

**Fiscal Impact:** N/A

**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)**

Council Bill/General Ordinance No. 3031-2015  
Sponsor \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 5, "AMUSEMENTS," of the Moline Code of Ordinances, Sec. 5-2102, "APPLICATION FOR LICENSE; LICENSE FEE," by repealing said section in its entirety and reserving it for future use.

WHEREAS, City staff presented a 2016 License Policy and Fee Review at the August 25, 2015 Committee-of-the-Whole meeting; and

WHEREAS, staff made a recommendation to eliminate the current motion picture theater license and fee requirement as the City's Fire Department conducts an annual inspection of all commercial buildings and a separate application and inspection for a motion picture theater is not required.

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

**Section 1** – That Chapter 5, "AMUSEMENTS," of the Moline Code of Ordinances, Sec. 5-2102, "APPLICATION FOR LICENSE; LICENSE FEE," is hereby amended by repealing said section in its entirety and reserving it for future use.

**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

AN ORDINANCE

AMENDING Chapter 11, “FIRE PREVENTION AND PROTECTION,” of the Moline Code of Ordinances, Sec. 11-1101.1, “FEES,” by repealing subsection (g) in its entirety and enacting in lieu thereof one new subsection (g) dealing with the same subject matter.

WHEREAS, City staff presented a 2016 License Policy and Fee Review at the August 25, 2015 Committee-of-the-Whole meeting; and

WHEREAS, staff made a recommendation to amend the annual permit fees in Sec. 11-1101.1(g) by a flat fee increase to help in recovering costs associated with hazardous materials inspections.

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

**Section 1** – That Chapter 11, “FIRE PREVENTION AND PROTECTION,” of the Moline Code of Ordinances, Sec. 11-1101.1, “FEES,” is hereby amended by repealing subsection (g) in its entirety and enacting in lieu thereof one new subsection (g) dealing with the same subject matter, which shall read as follows:

**“SEC. 11-1101.1. FEES.**

\* \* \* \* \*

(g) The following table lists the hazardous material with the quantity ranges and corresponding annual permit fees:

UN Category	Substances	Notes	Range 1	Range 2	Range 3	Range 4	Range 5
3	Combustible Liquids	See Sec.105.6.16	X	X	X	X	X
8	<b>Corrosive Materials</b>						
2	Gases	See Sec.105.6.8	X	X	X	X	X
8	Liquids	> 55 Gallons	X	X	X	X	X
8	Solids	> 1000 lbs.	X	X	X	X	X
	<b>Flammable Materials</b>						
2	Gases	See Sec.105.6.8	X	X	X	X	X
3	Liquids	See Sec.105.6.16	X	X	X	X	X
4	Solids	>100 lbs.	X	X	X	X	X
	<b>Highly Toxics</b>						
2	Gases	See Sec.105.6.8	X	X	X	X	X
6	Liquids	Any Amount	X	X	X	X	X
6	Solids	Any Amount	X	X	X	X	X
	<b>Oxidizing Materials</b>						
2	Gases	See Sec.105.6.8	X	X	X	X	X
5	Liquids	Table 105.6.20	X	X	X	X	X

5	<b>Solids</b>	Table 105.6.20	X	X	X	X	X
5	<b>Organic Peroxides</b>	Table 105.6.20	X	X	X	X	X
<b>Pyrophoric Materials</b>							
<b>UN Category</b>	<b>Substances</b>	<b>Notes</b>	<b>Range 1</b>	<b>Range 2</b>	<b>Range 3</b>	<b>Range 4</b>	<b>Range 5</b>
2	<b>Gases</b>	Any Amount	X	X	X	X	X
3	<b>Liquids</b>	Any Amount	X	X	X	X	X
4	<b>Solids</b>	Any Amount	X	X	X	X	X
<b>Toxic Materials</b>							
2	<b>Gases</b>	See Sec.105.6.8	X	X	X	X	X
6	<b>Liquids</b>	> 10 Gallons	X	X	X	X	X
6	<b>Solids</b>	> 100 lbs.	X	X	X	X	X
<b>Unstable (Reactive)</b>							
<b>Materials - 4 Classes</b>		Table 105.6.20					
1	<b>Liquids - Class 4 &amp; 3</b>						Not Allowed
1	<b>Liquid - Class 2</b>	> 5 Gallons	X	X	X	X	X
1	<b>Liquid - Class 1</b>	> 10 Gallons	X	X	X	X	X
1	<b>Solids - Class 4 &amp; 3</b>						Not Allowed
1	<b>Solids - Class 2</b>	> 50 lbs.	X	X	X	X	X
1	<b>Solids - Class 1</b>	> 100 lbs.	X	X	X	X	X
<b>Water-reactive</b>							
<b>Materials - 3 Classes</b>		Table 105.6.20					
1	<b>Liquid - Class 3</b>						Not Allowed
3	<b>Liquid - Class 2</b>	> 5 Gallons	X	X	X	X	X
3	<b>Liquid - Class 1</b>	> 55 Gallons	X	X	X	X	X
1	<b>Solids - Class 3</b>						Not Allowed
4	<b>Solids - Class 2</b>	> 50 lbs.	X	X	X	X	X
4	<b>Solids - Class 1</b>	> 500 lbs.	X	X	X	X	X
<b>Compressed Gases</b>							
2	<b>Corrosives</b>	See Sec.105.6.8	X	X	X	X	X
2	<b>Flammables</b>	See Sec.105.6.8	X	X	X	X	X
2	<b>Highly Toxics</b>	Any Amount	X	X	X	X	X
2	<b>Inerts</b>	See Sec.105.6.8	X	X	X	X	X
2	<b>Oxidizing</b>	See Sec.105.6.8	X	X	X	X	X
2	<b>Toxics</b>	Any Amount	X	X	X	X	X
<b>Cryogenics</b>							
2	<b>Flammables</b>	See Sec.105.6.10	X	X	X	X	X
2	<b>Inerts</b>	See Sec.105.6.10	X	X	X	X	X
2	<b>Oxidizing</b>	See Sec.105.6.10	X	X	X	X	X
2	<b>LPG</b>	See Sec.105.6.7	X	X	X	X	X
4	<b>Underground Tanks</b>	See Sec.105.6.16	X	X	X	X	X

<b>Quantity Ranges:</b>	
<b>Range #1 = permit fee of \$50.00</b>	Up to and including 500 pounds for solids, 55 gallons for liquids and 200 cubic feet at NTP for compressive gasses.
<b>Range #2 = permit fee of \$100.00</b>	Between 500 and 5,000 pounds for solids, 55 and 550 gallons for liquids and 200 to 2,000 cubic feet at NTP for compressed gasses.
<b>Range #3 = permit fee of \$150.00</b>	Between 5,000 and 25,000 pounds for solids, 550 and 2,750 gallons for liquids and 2,000 to 10,000 cubic feet at NTP for compressed gasses.
<b>Range #4 = permit fee of \$150.00</b>	Between 25,000 and 50,000 pounds for solids, 2,750 and 5,500 gallons for liquids and 10,000 to 20,000 cubic feet at NTP for compressed gasses.
<b>Range #5 = permit fee of \$150.00</b>	More than 50,000 pounds for solids, 5,500 gallons for liquids and 20,000 cubic feet at NTP for compressed gasses.”

\* \* \* \* \*

**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/Ordinance No.: 4034-2015

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 High School Homecoming Parade scheduled for Friday, September 25, 2015.

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:

Friday, September 25, 2015, from 1:45 p.m. to 3:15 p.m.

All lanes of Avenue of the Cities from 3600 Avenue of the Cities to Wharton Field House.

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

**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 SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease Agreement with the Friends of Riverside for the purpose of maintaining and beautifying the Riverside Park Gardens, for a lease term of August 1, 2015 through December 31, 2020.

\_\_\_\_\_

WHEREAS, the Friends of Riverside group desires a Lease Agreement for the purpose of maintaining and beautifying the Riverside Park Gardens, as shown and more particularly described on the attached Exhibits A and B; and

WHEREAS, the City of Moline and the Moline Park and Recreation Board (“Parks”) supports having such a volunteer organization during this time period as a method of enhancing services for citizens and visitors utilizing Riverside Park and the Garden Center, and Parks approves of said agreement; and

WHEREAS, the Friends of Riverside has been maintaining the gardens for over 35 years and has a positive working history with Parks in providing this service.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute a Lease Agreement with the Friends of Riverside for the purpose of maintaining and beautifying the Riverside Park Gardens, for a lease term of August 1, 2015 through December 31, 2020; 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.

**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:

By: \_\_\_\_\_

City Attorney

**CITY OF MOLINE  
AND  
FRIENDS OF RIVERSIDE PARK GARDENS, INC.  
LEASE AGREEMENT**

**Prepared by:**

**City of Moline  
619 16<sup>th</sup> Street  
Moline, Illinois 61265**

**After recording return to:  
Tracy Koranda  
City Clerk  
619 16<sup>th</sup> Street  
Moline, Illinois 61265**

**MOLINE PARK AND RECREATION BOARD  
AND  
FRIENDS OF RIVERSIDE PARK GARDENS, INC.  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2015, (hereinafter “Lease” or “Agreement”) by and between the Moline Park and Recreation Board, a Department of the City of Moline, Illinois, a municipal corporation for the State of Illinois, as Lessor (hereinafter “Lessor”) and the Friends of Riverside Park Gardens, Inc., as Lessee (hereinafter “Lessee”) (hereinafter collectively “Parties”).

**WITNESSETH**

That Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, does hereby demise, lease, and let unto said Lessee those certain Premises in the City of Moline, County of Rock Island, State of Illinois, as hereinafter set forth, subject to all such conditions, promises and agreements incorporated herein.

**Section 1: DEFINITIONS**

For the purpose of this Agreement the following definitions shall apply:

- (a) **Park:** Riverside Park, Moline, Illinois, Parcel MO-3807-2, including but not limited to all land, buildings, and appurtenances thereto, being more particularly described herein at **Exhibit “A,”** attached hereto and incorporated herein by this reference.
- (b) **Greenhouse:** The building identified as number “1,” on **Exhibit “B,”** attached hereto and incorporated herein by this reference, contained within Riverside Park.
- (c) **Gardens:** The gardens identified as number “2” – “15” on **Exhibit “B,”** attached hereto and incorporated herein by this reference, shall include the “2” Children’s Garden, “3” Accessible Garden, “4” Rose Garden, “5” Hosta Garden, “6” Greenhouse Gardens, “7” Day Lily/Penoy Garden, “8” Shade Garden, “9” Native Garden, “10” Flower Garden, “11” Fountain Gardens, “12” Herb Garden, “13” Cut Flower Garden, “14” 34<sup>th</sup> Street Entrance Garden, and “15” 5<sup>th</sup> Avenue Entrance Garden, contained within Riverside Park.

**Section 2: TERM**

- (a) **Primary:** The term of this Lease shall be five (5) years, commencing on the first (1<sup>st</sup>) day of August, 2015, and terminating on the last (31<sup>st</sup>) day of December, 2020.

- (b) **Renewal:** Lessor, at its sole discretion, may renew said Lease for an additional five-year term, upon Lessee's written renewal request. The written renewal request must be presented to Lessor by November 1, 2020.

**Section 3: TERMINATION FOR CAUSE**

In the event of any material breach of this Lease Agreement by the Lessee, the Lessor shall have the right to terminate this Lease according to the terms and conditions of default, remedies and notice herein provided.

**Section 4: TERMINATION WITH NINETY (90) DAYS' NOTICE**

Both parties shall have the right to terminate this Lease before the end of the primary term or at the end of any renewal term, upon giving a ninety (90) day written notice of such termination. Such termination may be without cause and without liability.

**Section 5: TERMINATION FOR CHANGE IN CIRCUMSTANCES**

Section 3 notwithstanding, commencing January, 2016, and annually thereafter, either party may request a review of the Lease pursuant to a change in circumstance resulting in a hardship for the party seeking review. Any request for review must be submitted by the party seeking relief to the other party, in writing, prior to the last day of January in a given year. Lessor, in its sole discretion, shall determine whether any change in circumstance constitutes a hardship. Lessor shall notify Lessee, in writing, of its determination. If Lessor determines a change in circumstances exists resulting in a hardship for the party seeking review, then the Lease shall terminate thirty (30) days from the date of City's determination. Nothing herein shall require or prohibit the parties from renegotiating the Lease terms to alleviate the hardship.

**Section 6: RENT**

Rent payable hereunder shall be two hundred and fifty dollars (\$250.00) per year, payable on January 1 of each year of the lease.

**Section 7: THE PREMISES**

Lessor shall lease to Lessee the Greenhouse identified as number "1" on **Exhibit "B"** and grant a right of access and use of the Gardens (hereinafter collectively referred to as the "Premises").

**Section 8: USE OF PREMISES**

- (a) Said Premises shall be used only for the following purposes and for no other purpose whatsoever: propagation of plants and plant species; growing, sale and delivery of plants and plant materials to the general public; design, planting and display of plants, shrubs, trees and flower beds; establish and conduct educational programs consistent with promoting knowledge of gardening and nature; provide a demonstration area for community beautification projects; solicitation of volunteers interested in horticulture; and gardening support of lawn maintenance

and garden and shrub maintenance in the Gardens identified in Section 1. Any other uses shall be deemed a material breach of this Lease, unless authorized in writing by the Lessor prior to the actual use of the Premises in such manner.

- (b) Lessee shall be responsible for obtaining Lessor approval of all activities occurring on the Premises. Lessor shall, in its sole discretion, determine what activities may occur on the Premises and when they may occur. The intent of this paragraph is to assure activities of Lessee do not interfere with other scheduled events including, but not limited to, the use of the Garden Center or Park. Lessee shall not allow any other organizations, clubs, or not-for-profits to utilize the Premises without the permission of the Lessor.

**Section 9: LESSOR'S DUTY TO MAINTAIN PREMISES**

- (a) It shall be the duty of the Lessor to maintain and repair the Greenhouse structure, mechanical equipment and garden areas, except that Lessee shall maintain the Greenhouse in a condition that is clean and safe for public use.
- (b) The Lessor shall provide a trash receptacle and complete trash removal.
- (c) The Lessor shall complete snow and ice removal in the parking area and on the sidewalks providing access to the structure.

**Section 10: LESSEE'S DUTIES TO REPAIR AND MAINTAIN PREMISES**

- (a) Lessee represents that it has inspected and examined the demised Premises, accepts them in their present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the Premises demised or any part thereof.
- (b) Lessee agrees to keep said Premises safe and in good order and condition at all times during the term hereof, and upon expiration of this Lease, or any sooner termination thereof, Lessee will quit and surrender possession of said Premises quietly and peaceably and in as good of an order and condition as the Premises were at the commencement hereof; reasonable wear, tear and damage by the elements excepted.
- (c) Lessee further agrees to keep and leave said Premises free from all nuisance and dangerous and defective conditions.
- (d) Lessee shall support lawn maintenance and garden and shrub maintenance in the Gardens identified in Section 1. Lessee's duty shall include, but is not limited to, maintaining an inventory of gardening supplies, including chemicals for plant treatment.
- (e) Lessee shall at all times keep the Premises clean and compliant with all municipal health ordinances, rules and regulations.

- (f) Lessee shall share in the cost of replacement of materials used by mechanical equipment. Lessee shall contribute 50% to the cost of replacing these items within twenty (20) days' written notice of an invoice for same.
- (g) Lessee, at its sole expense, shall provide janitorial services and replace all expendable items, including, but not limited to, light bulbs.
- (h) Lessor shall, in its sole discretion, have the right to determine if Lessee is fulfilling the requirements of this section.

**Section 11: ASSIGNMENT, SUBLEASE AND MORTGAGE**

Lessee may not sublease or assign said Premises to another organization.

**Section 12: FIRE, CATASTROPHE, DISASTER INSURANCE**

- (a) The Lessor shall insure any buildings or structures by carrying insurance for Fire, Theft, Vandalism and Extended coverage. Said coverage shall meet the standard requirements as set forth by the Moline Park and Recreation Board and/or the City of Moline. Lessor shall insure all improvements therein.
- (b) Lessor shall have NO DUTY to insure Lessee's possessions or to replace same in the event of fire or any other damage or loss caused by calamity, disaster, vandalism or theft.

**Section 13: LIABILITY INSURANCE AND INDEMNIFICATION BY LESSEE.**

- (a) Lessee shall, throughout the term of this Agreement and at Lessee's expense, carry and keep in full force and effect general liability insurance with respect to its activities on the Premises and in the Park, Gardens, and Greenhouse, with a carrier and in a form satisfactory to Lessor, which policy or policies shall:
  - (i) Have limits of \$1,000,000.00 per occurrence of personal injury and \$1,000,000.00 property damage, or \$1,000,000.00 per occurrence personal injury and property damage, combined single limit;
  - (ii) Name Lessor as an additional insured party;
  - (iii) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving Lessor thirty (30) days' written notice;
  - (iv) Contain fire and extended perils insurance covering Lessee's own property and insuring Lessee's possessions on the Premises; Lessor shall have no duty to insure Lessee's possessions, the possessions of Lessee's guests, invitees or permittees, or replace same in the event of a any calamity or other disaster;
  - (v) To the extent possible, each such policy of insurance shall contain a waiver of subrogation provision;
  - (vi) Not extend to acts or occurrences occurring outside the Premises, Gardens, Greenhouse, or which were unrelated to Lessee's actions or business.

- (b) Lessee agrees to indemnify and hold harmless Lessor, its agents, employees, assigns or beneficiaries from and against any and all losses, damages, expenses, liabilities, demands and causes of action and any expense (including reasonable attorney fees) incidental to the defense thereof by the Lessor due to or arising out of:
  - (i) Any violation or non-performance of any covenant, condition or agreement to be fulfilled, kept or observed and performed, by Lessee;
  - (ii) Any damage to the property occasioned by Lessee or one of Lessee's agents or employees negligence; and
  - (iii) Any injury, including death, to person or persons arising out of or in the course of the use and occupancy of the Premises, Gardens, Greenhouse, or any thereof claimed to have been caused by the negligence of Lessee, its officers, agents, or employees, on the officers, agents, or employees of a subcontractor, whether arising directly or indirectly out of the use and occupancy of the Premises, Gardens, or Greenhouse.
  
- (c) Lessee shall not be liable for, other than for payment of insurance premiums for policy or policies described above, nor shall Lessee indemnify, defend and hold harmless Lessor, its agents, employees, assigns, beneficiaries from any and all loss, damage, expense, liabilities, demands or causes of action and any and all expenses (including reasonable attorney fees) incidental to the defense thereof by Lessor, resulting from consequences of a tortuous or negligent act of Lessor or its agents, employees, assigns or beneficiaries.

**Section 14: OBSERVANCE OF LAWS AND CODES**

The Premises shall not be used in any manner where the use would violate federal or state law, municipal ordinance or any rule or regulation enacted pursuant to any of the above. The Premises shall not be used in any way which would increase the insurance coverage rates. Breach of the conditions in this Article shall be construed as a material breach of this Lease. Any construction connected with utilities must be granted approval by City inspector and work be completed by licensed and bonded contractors. Permits, if required, must be obtained for any work to be completed.

**Section 15: MECHANICS' LIENS**

- (a) Lessee agrees not to make any contract for the construction, repair or improvement on, in, of, or to the Premises, or any part thereof, or for any work to be done or materials to be furnished on or to the Premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialism or other lien shall be created or shall arise against the above-described land or improvements at any time located therein. All persons furnishing any work, labor or materials, as well as all other persons whatsoever, shall be bound by this provision and notice thereof from and after the date of this Lease, and notice is hereby given that no mechanic's lien, material men's lien or any other lien or encumbrance of any sort whatsoever, made, or obtained against the Lessee, or his interest in said land and/or the building or improvements thereon, shall in any manner or degree effect the title or interest of the Lessor in said land or improvements thereon.
  
- (b) The parties agree this Agreement or a memorandum thereof shall be filed in the office of the Recorder of Deeds of Rock Island County, Illinois, at Lessor's expense.

- (c) Lessee further agrees that said Lessee will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with altering, repairing or improving the demised Premises without providing in such contract or agreement that the contractor or subcontractors waive all right to a mechanic's lien, and waive all right of any subcontractor or subcontractors to mechanics' liens, by reason of furnishing any labor, services and/or material under such contract or contracts, whether written or oral, and that such contract or contracts shall, upon execution, a copy thereof be lodged with the Lessor.

**Section 16:                   RIGHTS IN THE EVENT OF FIRE, CALAMITY OR OTHER DISASTER**

In the event that the Premises in question are destroyed or rendered untenable by calamity, disaster or condemnation; the Lessor may immediately terminate this Lease by serving written notice on Lessee. In lieu thereof, the Lessor may choose to repair. In the event that it is reasonably estimated that the repairs cannot be accomplished within four months, the Lessee shall have the right to terminate the Lease upon delivery of a written notice to the Lessor. Rent shall abate during the time when the Premises are untenable. If only a portion of the leased Premises becomes untenable, rent shall abate only on that portion of the Premises. In the event of calamity, disaster, or condemnation, the Lessor shall have the right to demand that the Lessee advise in writing within thirty (30) days whether Lessee intends to terminate Lease under the terms of this section.

**Section 17:                   UTILITIES**

The Lessor shall pay for the utilities used on Premises, including gas, electricity, water and sewage. Lessor to pay exterior perimeter lighting of the leased area. Lessor to provide a proper waste disposal container and will remove trash from the site.

**Section 18:                   TAXES**

Lessor shall pay any and all taxes, including property taxes, levied and assessed upon any personal property, buildings, fixtures and improvements belonging to Lessor and located upon said demised Premises, as well as all leasehold and possessory interest taxes levied or assessed by any proper taxing authority. Lessee shall be obligated, at its sole cost and expense, to determine the availability of and apply for any exemptions to abate taxes against the Premises resulting from Lessee's lease of same.

**Section 19:                   OTHER OBLIGATIONS OF LESSEE**

Lessee further agrees not to commit or suffer any waste in or upon said Premises, and to comply strictly and literally with any and all rules, regulations and requirements that may be at any time imposed by virtue of any policy of insurance or enactment of state, federal or local law.

**Section 20:                   DEFAULT**

In the event that Lessee shall be in default of any payment of any rent or in the performance of any terms or conditions herein agreed and to be kept and performed by Lessee, Lessor may terminate and

end this Lease, notwithstanding any other requirements for termination, and Lessor may enter upon said Premises and remove all persons and property there from, and Lessee shall not be entitled to any money paid hereunder or any part thereof, in the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said Premises by reason of any default of Lessee, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney fees.

**Section 21:                REMEDIES**

- (a) All rights and remedies of Lessor herein enumerated shall be cumulative, and shall include all other rights or remedies allowed by law or equity.
- (b) If the rent above reserved, or any part thereof, shall be behind or unpaid on the day whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants and agreements herein contained, to be kept by Lessee, and if said default shall be permitted by Lessee to continue ten (10) days after receipt by Lessee from Lessor of a written notice of said default, it shall be lawful for Lessor to sue for said overdue rent or for damages due to said default, or at Lessor's election to declare said term ended, and enter the said Premises, or any part thereof, in the name of the whole to re-enter, and the Lessee, or any other person or persons occupying in or upon the same, to expel, remove and put out and the said Premises again repossessed and enjoyed as in the first and former estate by the Lessor; and in such case, or in the case of termination of this Lease in any way, the Lessee does hereby covenant and agree to surrender and deliver up said above-described Premises and property, peaceably, to Lessor immediately upon the termination of said term as aforesaid, and if Lessee shall remain in possession of the same after default, or after the termination of this Lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer of said Premises under the statute, and shall be subject to all of the conditions and provisions above named, including without limitation, eviction pursuant to the statute, and to eviction and removal as above stated.
- (c) In the event the Lessee shall fail to pay rent, or otherwise default in any of the covenants or agreements of this Lease as above provided, and if said default shall continue ten (10) days after receipt by Lessee from Lessor of a written notice of said default, such action shall constitute a material breach of the Lease and it shall and may be lawful for the Lessor, in addition to other remedies herein provided for, either (1.) to re-lease the Premises as an agent of the Lessee, applying all net rent received after necessary expenses to the rent to be paid and in that event Lessee shall remain liable to the Lessor for the excess of rent, if any, which is due pursuant to this Lease; or (2.) to recover damages for such breach in an amount equal to the amount of the rent reserved for this Lease for the remainder of the term thereof, less a fair rental value of the Premises for the remainder of said term.
- (d) In addition to any other remedies provided hereinabove, when a breach of a covenant, condition or agreement constitutes a material breach by Lessee of the terms herein, or any of them, the Lessor may elect immediately to declare the term ended and evict the Lessee immediately upon written notice of this remedy.
- (e) In any action for breach of a covenant, condition or other obligation contained within this Agreement, Lessee shall be responsible to Lessor for any and all loss, damage, expense,

liabilities, including reasonable attorney fees, resulting directly or indirectly from Lessee's conduct.

**Section 22:                   HOLDING OVER**

In the event that Lessee shall hold over and remain in possession of the demised Premises, such holding over shall be deemed to be from month-to-month only and not an extension of the Lease for a similar term and upon all of the same rents, terms, covenants and conditions as contained herein. Additionally, rent during any hold over period shall be Five Hundred and No/100ths Dollars (\$500.00) per month. Any unpaid rent shall accrue interest at the rate of Eight Percent (8%) per annum until paid.

**Section 23:                   OTHER AGREEMENTS OF LESSEE**

- (a) Lessee agrees, in addition to all the terms and conditions of the Lease set forth above, as follows:
- (i) To pay all reasonable costs, including reasonable attorney fees and other expenses, made and incurred by the Lessor in enforcing the terms of this Agreement;
  - (ii) To permit Lessor and its agents and employees without limitation to enter on the Premises or any part thereof, at all reasonable hours, for purpose of examining the same or making such repairs or alterations as may be necessary for the safety or preservation thereof;
  - (iii) That no representation as to the condition of repair of the Premises has been made by Lessor or its agent, prior to, or at the execution of, this Lease other than is herein expressed or endorsed hereon, and Lessee relies upon no representations other than those set forth herein in entering into this Lease;
  - (iv) Lessor shall have a lien on all of the property of the Lessee used or situated on the demised Premises, to secure payment of the rent (and other indebtedness owing from Lessee to Lessor at any time during the existence of this lease) to become due under this lease, and in default of payment may take possession of and sell such of said property as may be sufficient to pay the delinquent rent or indebtedness;
  - (iv) Lessor shall have the right to sell the Premises, provided notice of such contemplated sale shall be given in writing to the Lessee at least sixty (60) days prior to the time fixed for vacation of the Premises by the Lessee, and provided that during such period, the Lessee shall have the option to buy the Premises at the price and on the terms of such contemplated sale. In the event of a sale of the Premises by the Lessor after such notice and the failure of the Lessee's option to purchase, Lessee agrees to vacate and give possession of the Premises within sixty (60) days after written notice of sale, given by Lessor to Lessee;
  - (v) Lessor shall not be liable for injury to Lessee or damage to Lessee's property from failure to keep Premises in repair or from any act, omission or negligence of Lessee or other persons;
  - (vi) To assist financially in completing additional improvements to the Greenhouse and support facilities. Previous contributions or completed improvements become the property of the Moline Park and Recreation Board;

- (vii) To assist the Lessor in developing a schedule for use by both parties, including bi-annual plant sales, manning the Greenhouse for public access, and developing a recurring schedule for community educational classes;
- (viii) To provide educational class instructors and to share in the revenues derived from such classes, less program operational expenses;
- (ix) To provide assistance, when requested, in the design/planning of garden areas and future uses of the Riverside Park East Property;
- (x) Annually report to the Moline Park and Recreation Board at a regularly scheduled meeting the status and condition of the Greenhouse and Gardens.

(b) With regard to subsection (a) above, determining whether Lessee's conduct fulfills the obligations established by this Agreement shall be in Lessor's sole discretion.

**Section 24: FAILURE TO INSIST ON STRICT PERFORMANCE NOT WAIVER**

Failure of the Lessor or Lessee to insist on the strict performance of the term, agreements and conditions herein contained or any part of them, whether in whole or in part, shall not constitute or be construed as a waiver or relinquishment of the Lessor's or Lessee's right thereafter to enforce any such term, agreement or condition, but the same shall instead continue in full force and effect.

**Section 25: NOTICE**

All notices required under this Lease shall be deemed to be properly served if delivered in writing personally or sent by certified mail to Lessor at the office of the Park and Recreation Board, 3635 4<sup>th</sup> Avenue, Moline, IL 61265, with a copy to the City Attorney, 619 16<sup>th</sup> Street, Moline, IL, 61265, or to the Lessee in writing personally or sent by certified mail to Lessee at the address of the President of the Friends of Riverside Park, Inc.. Date of any notice served by mail shall be the date on which such notice is deposited, postage prepaid, in a post office of the United States Postal Service.

**Section 26: APPLICATION TO SUCCESSORS IN INTEREST**

All the agreements and conditions herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns of the respective parties hereto as if they were in all cases named herein.

**Section 27: GARDENS, BUILDINGS AND PARKING LOT CONSTRUCTION**

- (a) Lessee shall submit to the Moline Park and Recreation Board a master plan to serve as a guide for plantings and landscaping in the Gardens for the period of the lease (hereinafter "Master Plan"). This Master Plan shall be approved by the Moline Park and Recreation Board prior to implementation of any changes, including planting new plants or removal of plants, in any of the Gardens. The Master Plan shall be drafted and presented to the Moline Park and Recreation Board within ninety (90) days after the lease is executed by both parties. During the term of the lease, Moline Park and Recreation Board must approve:
  - (i) All new construction, additions, remodeling, and improvements to existing structures, gardens and parking lots; and

(ii) Any improvements or changes to the greenhouse or garden areas of a physical or structural nature.

Any proposed work must be in accordance with the Master Plan on file with Moline Park and Recreation Board.

(b) Lessor shall pave the parking lots and support roadway construction.

(c) All revisions or new construction shall become the property of the City of Moline Park and Recreation Board upon installation.

**Section 28: PERSONAL PROPERTY**

All personal property of the Lessee located on said property or Premises shall remain the property of Lessee under its sole and exclusive possession and control at all times during the period of this Lease and any extension thereof, and said property shall remain the property of the Lessee, regardless of the termination of this Lease.

**Section 29: ENTIRE AGREEMENT**

This Lease contains the entire Agreement between Lessor and Lessee, and any Amendments made to such Lease must be made and approved in writing, signed by both parties.

**Section 30: 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.

**Section 31: 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.

**IN WITNESS THEREOF**, the Lessor and Lessee hereunto set their hands and seals and have caused these presents to be signed.

**CITY OF MOLINE, ILLINOIS  
(LESSOR)**

**THE FRIENDS OF RIVERSIDE GARDENS, INC.  
(LESSEE)**

BY: \_\_\_\_\_  
Scott Raes, Mayor

BY: \_\_\_\_\_  
Jane Arensdorf, President

BY: \_\_\_\_\_

Don Welvaert, President  
Parks and Recreation Board

ATTEST:

\_\_\_\_\_  
Tracy Koranda, City Clerk

DATE: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

Prepared by:  
Amy L. Keys  
Deputy City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

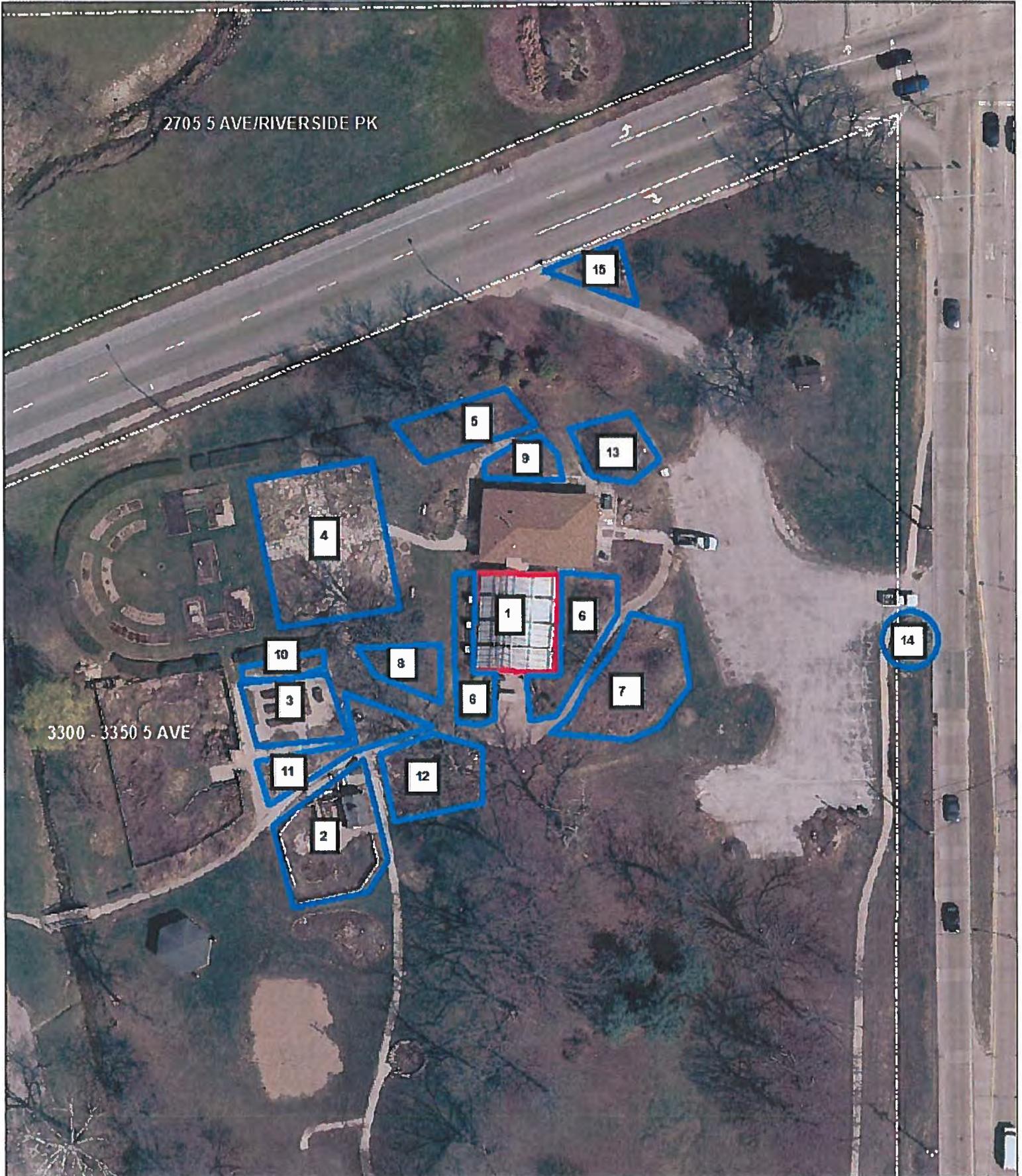
Facility Address: 3300 5<sup>th</sup> Avenue, Moline, Illinois 61265  
Facility Parcel Number: 08-3807-2

Legal Description:

The North East fractional quarter of Section Thirty-three (33) in Township Eighteen (18) North, of Range One (1) West of the fourth Principal Meridian, except five (5) acres heretofore sold by Samuel Bell, in his life, twice for the purpose of a cemetery for the Town of Moline, said tract hereby conveyed containing Seventy-five and Eighty-four one hundredths (75 84/100) acres more or less.

**EXHIBIT "B"**  
**AERIAL PHOTO IDENTIFYING BUILDINGS & GARDENS**  
**(ATTACHED)**

# EXHIBIT "B"



Council Bill/Ordinance No.: 4036-2015

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 Quad Cities Marathon & Races scheduled for Sunday, September 27, 2015.

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:

The following road closures will be required:

From Saturday, September 26, 2015, 7:00 a.m. until 7:00 p.m. Sunday, September 27, 2015  
All lanes of River Drive from the easternmost side of 12<sup>th</sup> Street  
to the westernmost side of 15<sup>th</sup> Street

Sunday, September 27, 2015, 5:00 a.m. to 9:00 a.m.  
All lanes of River Drive from the easternmost side of 12<sup>th</sup> Street  
to the westernmost side of 34<sup>st</sup> Street

From Sunday, September 27, 2015, 7:00 a.m. until 3:00 p.m. Sunday, September 27, 2015  
West bound lane of River Drive, from the westernmost side of 34<sup>th</sup> Street to the easternmost  
side of 55<sup>th</sup> Street

North bound lane of 55<sup>th</sup> Street, from the northernmost side of River Drive to Old River Drive  
Northernmost westbound lane of Old River Drive from 55<sup>th</sup> Street to the northernmost side of  
River Drive

Sunday, September 27, 2015, from 6:00 a.m. to 9:00 a.m.  
Easternmost northbound lane of I-74 West Bridge

Sunday, September 27, 2015, from 7:00 a.m. to 8:00 a.m.  
3<sup>rd</sup> Avenue exit ramp from I-74

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

Council Bill/Ordinance No.: 4036-2015  
Sponsor: \_\_\_\_\_

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Ordinance No.: 4037-2015

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 Boys & Girls Clubs "Day for Kids" scheduled for Saturday, September 19, 2015.

\_\_\_\_\_

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, September 19, 2015, from 9:00 a.m. to 5:00 p.m.

All lanes of 5<sup>th</sup> Avenue from the easternmost side of 11<sup>th</sup> Street to the westernmost side of 12<sup>th</sup> Street

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

**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/Resolution No.: 4038-2015

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 Unity Point Quad Cities Classic Rowing Regatta scheduled for Saturday, September 19, 2015.

\_\_\_\_\_

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:

Friday, September 18, 2015, 10:00 a.m. to Saturday, September 19, 2015, 5:00 p.m.

All lanes of 17<sup>th</sup> Street from the northernmost side of River Drive to the cul de sac.

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

**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/Resolution No. 1101-2015  
Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with KCM Construction Corp. for Project #1188, Hawk Hollow Subdivision, in the amount of \$719,800.65.

\_\_\_\_\_  
WHEREAS, bids were publicly read on August 18, 2015; and

WHEREAS, bids were solicited with KCM Construction Corp. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with KCM Construction Corp. for Project #1188, Hawk Hollow Subdivision, in the amount of \$719,800.65; provided, however, that said contract 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

September 15, 2015  
\_\_\_\_\_  
Date

Passed: September 15, 2015

Approved: September 22, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, A.D., 2015, between **KCM CONSTRUCTION CORP.** of **699 WEST 1<sup>ST</sup> AVENUE SUITE B, COLONA, IL 61241**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SEVEN HUNDRED NINETEEN THOUSAND EIGHT HUNDRED AND 65/100 (\$719,800.65) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1188, HAWK HOLLOW SUBDIVISION** as set out in the plans and specifications.

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

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm).

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

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

This project is funded in part with Community Development Block Grant Funds. The CONTRACTOR and SUBCONTRACTORS shall comply with the Code of Federal Requirements Title 24 Housing and Urban Development, Sections 85.36 (Procurement); 570.502 (Applicability of

Uniform Administrative Requirements); and 570.610 (Uniform Administrative Requirements and Cost Principles) For further information, please refer to the U.S. Government Publishing Office website at: [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24tab_02.tpl)

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SEVEN HUNDRED NINETEEN THOUSAND EIGHT HUNDRED AND 65/100 (\$719,800.65) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:  
\_\_\_\_\_

CITY:  
CITY OF MOLINE, ILLINOIS

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Mayor  
Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

- Performance Bond Attached
- Certificate of Insurance Attached

**CITY OF MOLINE, IL BID TABULATION**

Bid Date and Time: August 18, 2015 11:00 a.m.

Project: 1188 - Hawk Hollow Subdivision

**Miller Trucking & Excavating, Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	KCM Construction Corp.		Langman Construction, Inc.		Miller Trucking & Excavating, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL, ACRES	0.33	ACRE	\$22,758.00	\$7,510.14	\$10,000.00	\$3,300.00		\$0.00
2	EMBANKMENT	3563	C.Y.	\$8.70	\$30,998.10	\$20.00	\$71,260.00		\$0.00
3	FURNISHED EXCAVATION	1987	C.Y.	\$21.50	\$42,720.50	\$20.00	\$39,740.00		\$0.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1753	S.Y.	\$1.75	\$3,067.75	\$2.00	\$3,506.00		\$0.00
5	SEEDING SPECIAL COMPLETE	1	ACRE	\$18,687.00	\$18,687.00	\$3,500.00	\$3,500.00		\$0.00
6	SEEDING, CLASS 3	0.70	ACRE	\$2,500.00	\$1,750.00	\$4,000.00	\$2,800.00		\$0.00
7	TEMPORARY EROSION CONTROL SEEDING	2	ACRE	\$600.00	\$1,200.00	\$300.00	\$600.00		\$0.00
8	MULCH, METHOD 2	2	ACRE	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00		\$0.00
9	EROSION CONTROL BLANKET	4550	S.Y.	\$1.50	\$6,825.00	\$1.00	\$4,550.00		\$0.00
10	TURF REINFORCEMENT MAT	3340	S.Y.	\$6.50	\$21,710.00	\$5.00	\$16,700.00		\$0.00
11	PERIMETER EROSION BARRIER	2680	L.F.	\$1.75	\$4,690.00	\$2.00	\$5,360.00		\$0.00
12	STRAW WATTLES	1280	L.F.	\$3.00	\$3,840.00	\$3.00	\$3,840.00		\$0.00
13	TEMPORARY CONSTRUCTION ENTRANCE	95	TON	\$22.20	\$2,109.00	\$20.00	\$1,900.00		\$0.00
14	COBBLE STONES	10	S.Y.	\$200.00	\$2,000.00	\$100.00	\$1,000.00		\$0.00
15	AGGREGATE BASE COURSE, TYPE B, 6"	288	S.Y.	\$12.93	\$3,723.84	\$10.00	\$2,880.00		\$0.00
16	AGGREGATE BASE COURSE, TYPE C, 6"	1465	S.Y.	\$8.80	\$12,892.00	\$10.00	\$14,650.00		\$0.00
17	PCC PAVEMENT, 7" WITH INTEGRAL CURB	1645	S.Y.	\$57.50	\$94,587.50	\$57.50	\$94,587.50		\$0.00
18	PCC DRIVEWAY PAVEMENT	273	S.Y.	\$68.00	\$18,564.00	\$68.00	\$18,564.00		\$0.00
19	P.C.C. SIDEWALK, 4"	4008	S.F.	\$6.50	\$26,052.00	\$6.50	\$26,052.00		\$0.00
20	P.C.C. SIDEWALK RAMP, 6"	681	S.F.	\$20.00	\$13,620.00	\$20.00	\$13,620.00		\$0.00
21	CAST IRON DETECTABLE WARNINGS	76	S.F.	\$50.00	\$3,800.00	\$50.00	\$3,800.00		\$0.00
22	PAVEMENT REMOVAL	148	S.Y.	\$9.69	\$1,434.12	\$20.00	\$2,960.00		\$0.00
23	DRIVEWAY PAVEMENT REMOVAL	124	S.Y.	\$8.00	\$992.00	\$20.00	\$2,480.00		\$0.00
24	SIDEWALK REMOVAL	1230	S.F.	\$1.50	\$1,845.00	\$2.00	\$2,460.00		\$0.00
25	CLASS B PATCH, TY IV W/HMA	48	S.Y.	\$175.00	\$8,400.00	\$175.00	\$8,400.00		\$0.00
26	TRAFFIC CONTROL COMPLETE	1	L SUM	\$48,170.00	\$48,170.00	\$37,500.00	\$37,500.00		\$0.00
27	UNDERGROUND CONDUIT, PVC, SCH 40, 2" GREY	985	L.F.	\$8.64	\$8,510.40	\$8.50	\$8,372.50		\$0.00
28	UNDERGROUND CONDUIT, PVC, SCH 40, 4" GREY	245	L.F.	\$10.36	\$2,538.20	\$12.60	\$3,087.00		\$0.00
29	PRECAST MODULAR RETAINING WALL	510	S.F.	\$40.00	\$20,400.00	\$65.00	\$33,150.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

30	TRENCH BACKFILL (WATER)	602	C.Y.	\$24.07	\$14,490.14	\$25.00	\$15,050.00	\$0.00
31	STEEL CASING, 16" DRILLED OR PUSHED	20	L.F.	\$368.00	\$7,360.00	\$300.00	\$6,000.00	\$0.00
32	WATER MAIN, D.I.P., P CL 350, 8"	780	L.F.	\$66.60	\$51,948.00	\$107.00	\$83,460.00	\$0.00
33	VALVE AND BOX, 8"	2	EACH	\$1,714.00	\$3,428.00	\$1,100.00	\$2,200.00	\$0.00
34	TEE, D.I., M.J., 8" X 8"	1	EACH	\$6,763.70	\$6,763.70	\$500.00	\$500.00	\$0.00
35	TEE, D.I., M.J., 8" X 6"	3	EACH	\$516.70	\$1,550.10	\$400.00	\$1,200.00	\$0.00
36	TEE, D.I., M.J., 8" X 2"	5	EACH	\$470.20	\$2,351.00	\$300.00	\$1,500.00	\$0.00
37	11.25 DEGREE BEND, 8"	3	EACH	\$396.10	\$1,188.30	\$200.00	\$600.00	\$0.00
38	22.5 DEGREE BEND, 8"	1	EACH	\$406.90	\$406.90	\$200.00	\$200.00	\$0.00
39	45 DEGREE BEND, 8"	4	EACH	\$410.00	\$1,640.00	\$200.00	\$800.00	\$0.00
40	FIRE HYDRANT ASSEMBLY COMPLETE	2	EACH	\$4,476.80	\$8,953.60	\$5,000.00	\$10,000.00	\$0.00
41	COPPER WATER SERVICE PIPE, 2" (FIRE PROTECTION)	172	L.F.	\$36.30	\$6,243.60	\$45.00	\$7,740.00	\$0.00
42	COPPER WATER SERVICE PIPE, 1"	493	L.F.	\$22.40	\$11,043.20	\$30.00	\$14,790.00	\$0.00
43	WATER SERVICE CONNECTION (CORPORATION), 1"	15	EACH	\$280.30	\$4,204.50	\$500.00	\$7,500.00	\$0.00
44	WATER SERVICE CONNECTION (CORPORATION), 2"	5	EACH	\$353.50	\$1,767.50	\$1,000.00	\$5,000.00	\$0.00
45	CURB STOP AND BOX, 1"	15	EACH	\$227.80	\$3,417.00	\$100.00	\$1,500.00	\$0.00
46	CURB STOP AND BOX, 2"	5	EACH	\$793.80	\$3,969.00	\$250.00	\$1,250.00	\$0.00
47	TRENCH BACKFILL (SANITARY)	815	C.Y.	\$24.11	\$19,649.65	\$25.00	\$20,375.00	\$0.00
48	SANITARY SEWER, D.I.P., P CL 350, 8"	380	L.F.	\$56.50	\$21,470.00	\$117.00	\$44,460.00	\$0.00
49	SANITARY SEWER SERVICE, 6"	555	L.F.	\$54.60	\$30,303.00	\$60.00	\$33,300.00	\$0.00
50	RECONNECT SANITARY SERVICE LATERAL	14	EACH	\$763.90	\$10,694.60	\$1,000.00	\$14,000.00	\$0.00
51	PLUG, 6"	15	EACH	\$219.90	\$3,298.50	\$100.00	\$1,500.00	\$0.00
52	MANHOLE, TYPE A, 4'-DIA, SANITARY, W/CLOSED LID	2	EACH	\$4,022.70	\$8,045.40	\$4,500.00	\$9,000.00	\$0.00
53	BIO-RETENTION	228	S.Y.	\$100.00	\$22,800.00	\$60.00	\$13,680.00	\$0.00
54	BIO-SWALE	74	S.Y.	\$100.00	\$7,400.00	\$105.00	\$7,770.00	\$0.00
55	TRENCH BACKFILL (STORM)	165	C.Y.	\$23.91	\$3,945.15	\$25.00	\$4,125.00	\$0.00
56	INLET AND PIPE PROTECTION	6	EACH	\$100.00	\$600.00	\$100.00	\$600.00	\$0.00
57	ABANDON & FILL EXISTING STORM SEWER, 8"	39	L.F.	\$6.90	\$269.10	\$10.00	\$390.00	\$0.00
58	ABANDON & FILL EXISTING STORM SEWER, 10"	138	L.F.	\$5.20	\$717.60	\$10.00	\$1,380.00	\$0.00
59	ABANDON & FILL EXISTING STORM SEWER, 12"	183	L.F.	\$4.12	\$753.96	\$10.00	\$1,830.00	\$0.00
60	ABANDON & FILL EXISTING STORM SEWER, 18"	40	L.F.	\$10.30	\$412.00	\$15.00	\$600.00	\$0.00
61	STORM SEWER, 8"	14	L.F.	\$67.30	\$942.20	\$75.00	\$1,050.00	\$0.00
62	STORM SEWER, TY 1, RCCP, CL 4, 12"	292	L.F.	\$89.80	\$26,221.60	\$75.00	\$21,900.00	\$0.00
63	PIPE UNDERDRAIN, 4"	340	L.F.	\$11.10	\$3,774.00	\$15.00	\$5,100.00	\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

64	PIPE UNDERDRAIN, 6" SPECIAL	33	L.F.	\$25.00	\$825.00	\$25.00	\$825.00		\$0.00
65	CATCH BASIN SINGLE	1	EACH	\$3,107.00	\$3,107.00	\$3,500.00	\$3,500.00		\$0.00
66	INLET TY "A"	2	EACH	\$3,130.60	\$6,261.20	\$1,500.00	\$3,000.00		\$0.00
67	STORM MANHOLE, TYPE A, 4' DIA, CLOSED LID	2	EACH	\$724.80	\$1,449.60	\$3,500.00	\$7,000.00		\$0.00
68	REMOVE INLET	2	EACH	\$500.00	\$1,000.00	\$500.00	\$1,000.00		\$0.00
69	FILLING MANHOLE	1	EACH	\$500.00	\$500.00	\$350.00	\$350.00		\$0.00
	TOTALS				\$719,800.65		\$788,644.00		Incomplete Bid

**McCarthy Improvement  
Company**

**Legacy Corporation of IL**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL, ACRES	0.33	ACRE		\$0.00		\$0.00		\$0.00
2	EMBANKMENT	3563	C.Y.		\$0.00		\$0.00		\$0.00
3	FURNISHED EXCAVATION	1987	C.Y.		\$0.00		\$0.00		\$0.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1753	S.Y.		\$0.00		\$0.00		\$0.00
5	SEEDING SPECIAL COMPLETE	1	ACRE		\$0.00		\$0.00		\$0.00
6	SEEDING, CLASS 3	0.70	ACRE		\$0.00		\$0.00		\$0.00
7	TEMPORARY EROSION CONTROL SEEDING	2	ACRE		\$0.00		\$0.00		\$0.00
8	MULCH, METHOD 2	2	ACRE		\$0.00		\$0.00		\$0.00
9	EROSION CONTROL BLANKET	4550	S.Y.		\$0.00		\$0.00		\$0.00
10	TURF REINFORCEMENT MAT	3340	S.Y.		\$0.00		\$0.00		\$0.00
11	PERIMETER EROSION BARRIER	2680	L.F.		\$0.00		\$0.00		\$0.00
12	STRAW WATTLES	1280	L.F.		\$0.00		\$0.00		\$0.00
13	TEMPORARY CONSTRUCTION ENTRANCE	95	TON		\$0.00		\$0.00		\$0.00
14	COBBLE STONES	10	S.Y.		\$0.00		\$0.00		\$0.00
15	AGGREGATE BASE COURSE, TYPE B, 6"	288	S.Y.		\$0.00		\$0.00		\$0.00
16	AGGREGATE BASE COURSE, TYPE C, 6"	1465	S.Y.		\$0.00		\$0.00		\$0.00
17	PCC PAVEMENT, 7" WITH INTEGRAL CURB	1645	S.Y.		\$0.00		\$0.00		\$0.00
18	PCC DRIVEWAY PAVEMENT	273	S.Y.		\$0.00		\$0.00		\$0.00
19	P.C.C. SIDEWALK, 4"	4008	S.F.		\$0.00		\$0.00		\$0.00
20	P.C.C. SIDEWALK RAMP, 6"	681	S.F.		\$0.00		\$0.00		\$0.00
21	CAST IRON DETECTABLE WARNINGS	76	S.F.		\$0.00		\$0.00		\$0.00
22	PAVEMENT REMOVAL	148	S.Y.		\$0.00		\$0.00		\$0.00
23	DRIVEWAY PAVEMENT REMOVAL	124	S.Y.		\$0.00		\$0.00		\$0.00
24	SIDEWALK REMOVAL	1230	S.F.		\$0.00		\$0.00		\$0.00
25	CLASS B PATCH, TY IV W/HMA	48	S.Y.		\$0.00		\$0.00		\$0.00
26	TRAFFIC CONTROL COMPLETE	1	L SUM		\$0.00		\$0.00		\$0.00
27	UNDERGROUND CONDUIT, PVC, SCH 40, 2" GREY	985	L.F.		\$0.00		\$0.00		\$0.00
28	UNDERGROUND CONDUIT, PVC, SCH 40, 4" GREY	245	L.F.		\$0.00		\$0.00		\$0.00
29	PRECAST MODULAR RETAINING WALL	510	S.F.		\$0.00		\$0.00		\$0.00
30	TRENCH BACKFILL (WATER)	602	C.Y.		\$0.00		\$0.00		\$0.00
31	STEEL CASING, 16" DRILLED OR PUSHED	20	L.F.		\$0.00		\$0.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

32	WATER MAIN, D.I.P., P CL 350, 8"	780	L.F.		\$0.00		\$0.00	\$0.00
33	VALVE AND BOX, 8"	2	EACH		\$0.00		\$0.00	\$0.00
34	TEE, D.I., M.J., 8" X 8"	1	EACH		\$0.00		\$0.00	\$0.00
35	TEE, D.I., M.J., 8" X 6"	3	EACH		\$0.00		\$0.00	\$0.00
36	TEE, D.I., M.J., 8" X 2"	5	EACH		\$0.00		\$0.00	\$0.00
37	11.25 DEGREE BEND, 8"	3	EACH		\$0.00		\$0.00	\$0.00
38	22.5 DEGREE BEND, 8"	1	EACH		\$0.00		\$0.00	\$0.00
39	45 DEGREE BEND, 8"	4	EACH		\$0.00		\$0.00	\$0.00
40	FIRE HYDRANT ASSEMBLY COMPLETE	2	EACH		\$0.00		\$0.00	\$0.00
41	COPPER WATER SERVICE PIPE, 2" (FIRE PROTECTION)	172	L.F.		\$0.00		\$0.00	\$0.00
42	COPPER WATER SERVICE PIPE, 1"	493	L.F.		\$0.00		\$0.00	\$0.00
43	WATER SERVICE CONNECTION (CORPORATION), 1"	15	EACH		\$0.00		\$0.00	\$0.00
44	WATER SERVICE CONNECTION (CORPORATION), 2"	5	EACH		\$0.00		\$0.00	\$0.00
45	CURB STOP AND BOX, 1"	15	EACH		\$0.00		\$0.00	\$0.00
46	CURB STOP AND BOX, 2"	5	EACH		\$0.00		\$0.00	\$0.00
47	TRENCH BACKFILL (SANITARY)	815	C.Y.		\$0.00		\$0.00	\$0.00
48	SANITARY SEWER, D.I.P., P CL 350, 8"	380	L.F.		\$0.00		\$0.00	\$0.00
49	SANITARY SEWER SERVICE, 6"	555	L.F.		\$0.00		\$0.00	\$0.00
50	RECONNECT SANITARY SERVICE LATERAL	14	EACH		\$0.00		\$0.00	\$0.00
51	PLUG, 6"	15	EACH		\$0.00		\$0.00	\$0.00
52	MANHOLE, TYPE A, 4'-DIA, SANITARY, W/CLOSED LID	2	EACH		\$0.00		\$0.00	\$0.00
53	BIO-RETENTION	228	S.Y.		\$0.00		\$0.00	\$0.00
54	BIO-SWALE	74	S.Y.		\$0.00		\$0.00	\$0.00
55	TRENCH BACKFILL (STORM)	165	C.Y.		\$0.00		\$0.00	\$0.00
56	INLET AND PIPE PROTECTION	6	EACH		\$0.00		\$0.00	\$0.00
57	ABANDON & FILL EXISTING STORM SEWER, 8"	39	L.F.		\$0.00		\$0.00	\$0.00
58	ABANDON & FILL EXISTING STORM SEWER, 10"	138	L.F.		\$0.00		\$0.00	\$0.00
59	ABANDON & FILL EXISTING STORM SEWER, 12"	183	L.F.		\$0.00		\$0.00	\$0.00
60	ABANDON & FILL EXISTING STORM SEWER, 18"	40	L.F.		\$0.00		\$0.00	\$0.00
61	STORM SEWER, 8"	14	L.F.		\$0.00		\$0.00	\$0.00
62	STORM SEWER, TY 1, RCCP, CL 4, 12"	292	L.F.		\$0.00		\$0.00	\$0.00
63	PIPE UNDERDRAIN, 4"	340	L.F.		\$0.00		\$0.00	\$0.00
64	PIPE UNDERDRAIN, 6" SPECIAL	33	L.F.		\$0.00		\$0.00	\$0.00
65	CATCH BASIN SINGLE	1	EACH		\$0.00		\$0.00	\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

66	INLET TY "A"	2	EACH		\$0.00		\$0.00		\$0.00
67	STORM MANHOLE, TYPE A, 4' DIA, CLOSED LID	2	EACH		\$0.00		\$0.00		\$0.00
68	REMOVE INLET	2	EACH		\$0.00		\$0.00		\$0.00
69	FILLING MANHOLE	1	EACH		\$0.00		\$0.00		\$0.00
	TOTALS				Incomplete Bid		Incomplete Bid		\$0.00

Council Bill/Resolution No. 1102-2015

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute, on behalf of the City of Moline, a Settlement Agreement between Cheryle Colmark and the City.

WHEREAS, the City and Cheryle Colmark have the following cases pending in litigation: Rock Island County Case 14 MR 927, Rock Island County Case 13 MR, 935, and an appeal of Rock Island County Case 13 MR 919, in the Illinois Appellate Court Third District as Case No. 3-15-0255; and

WHEREAS, the above-referenced litigation involves two parcels of property in the City of Moline (Parcel Nos. 08-1412 and 08-4834-1) and a continuous retaining wall that runs along the entire west side of each parcel; and

WHEREAS, the subject retaining wall is dangerous and in dire need of repair or replacement; and

WHEREAS, the City and Cheryle Colmark wish to enter into a Settlement Agreement to settle the above-referenced cases in full.

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, on behalf of the City of Moline, a Settlement Agreement between Cheryle Colmark and the City; 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

September 15, 2015

Date

Passed: September 15, 2015

Approved: September 22, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**SETTLEMENT AGREEMENT**

This Agreement is made the 8 day of September, 2015 by and between the City of Moline, Illinois, a municipal corporation ("City"), with offices located at 619 16<sup>th</sup> Street, Moline, Illinois 61265, and Cheryle Colmark ("Cheryle"), of Sterling, Illinois (herein, collectively referred to as the "Parties" and individually as "Party").

**RECITALS**

WHEREAS, the Parties hereto have several cases pending in litigation;

WHEREAS, the litigation all pertains to causes of actions involving two parcels of property and a continuous retaining wall that runs along the entire west side of each parcel; and

WHEREAS, the Parties wish to agree on the best way to resolve the current disputes between them fully.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES BETWEEN THE PARTIES AND IN EXCHANGE FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE TO THE TERMS AND CONDITIONS HEREOF AS FOLLOWS:

**TERMS AND CONDITIONS**

1. Cheryle shall pay the City a total amount of Two Hundred Ten Thousand Dollars (\$210,000.00).
  - a. Cheryle shall pay One Hundred Fifty Thousand Dollars (\$150,000.00) by September 14, 2015.
  - b. Cheryle shall pay the balance (\$60,000.00) within one-year of this Agreement.
  - c. If Cheryle is able to pay the balance in full within thirty (30) days of this Agreement, the City agrees to accept a total amount of Two Hundred Thousand Dollars (\$200,000.00).
  - d. If Cheryle is able to pay the balance in full within thirty-one (31) through forty-five (45) days of this Agreement, the City agrees to accept a total amount of Two Hundred Five Thousand Dollars (\$205,000.00).
2. Cheryle shall dismiss her appeal of Rock Island County Case 13 MR 919, which is currently pending in the Illinois Appellate Court Third District, General No. 3-15-0255.



3. To secure her responsibilities hereunder, Cheryle shall grant the City a note and mortgage on real property in which she has an interest, subject to the following:
  - a. the combined total of the assessed value of the property or properties upon which the note and mortgage is placed shall exceed Sixty Thousand Dollars (\$60,000.00);
  - b. that should the property be sold, the City shall execute all documents necessary to complete such sale; provided, however, that the City receives a portion of the proceeds to pay towards the settlement sum; and
  - c. if Cheryle fails to pay the City the total amount due within one-year of this Agreement, the City shall have the right, but not the obligation, to take any action necessary, including but not limited to foreclosure, to obtain the full balance due and owing.

The form of the note and mortgage shall be acceptable to the City and shall be recorded with the county recorder of the county in which the real property is located.

4. Upon receipt of the initial payment of One Hundred Fifty Thousand Dollars (\$150,000.00), then the City shall:
  - a. accept a deed in lieu of foreclosure from Cheryle Colmark on the following parcel:

The South 81.8 feet of Lot 4 in Berg, Lind and Hogeberg's Subdivision of Lots 5, 6, and 7 in Block "G" of Moline Water Power Company's Addition in the City of Moline, County of Rock Island and State of Illinois; also described as Sublot Four (4) in the Subdivision of Lots Number Five (5), Six (6), and Seven (7) in Block "G" in the Moline Water Power Company's Addition to the City of Moline, according to the Plat recorded in the Recorder's Office of Rock Island County, Illinois, in Book of Deeds, on pages 509 and 510 excepting the following described property:

Beginning at the NW corner of said Sublot Four (4); thence South along the West line of said Sublot twenty (20) feet; thence East at right angles thirty (30) feet; thence NE parallel with the North line of said Sublot to the West line of Berg's Cul De Sac (according to the plat recorded in Book 69 of Deeds on page 78); thence North along the West line of Berg's Cul De Sac to the North line of said Sublot; thence Westerly along the said North line to the P.O.B.;

also including the vacated alley lying North of Lots Eight (8) and Nine (9) in Block G, Moline Water Power Company's Addition;

Situated in the County of Rock Island, in the State of Illinois. Tax Parcel No. 08-1412.

Said deed shall be given in lieu of the City foreclosing its administrative judgment lien, 13 MR 935, currently recorded against the property and as satisfaction of such;

- b. accept a quit-claim deed from Roger Colmark on the following parcel:

Lot Number Eight (8) in Block "G" in that part of the City of Moline known as and called MOLINE WATER POWER COMPANY'S ADDITION, to the City of Moline, situated in the County of Rock Island and State of Illinois. Tax Parcel No. 08-4834-1.

Said deed for Tax Parcel No. 08-4834-1 shall be given in lieu of the City foreclosing its administrative judgment lien, 13 MR 936, currently recorded against the property and as satisfaction of such;

- c. ensure that MUNICES is notified that cases 13 MO 152 and 13 MO 153 are satisfied, when deeds are obtained; and
- d. dismiss case number 14 MR 927 filed in Rock Island County Circuit Court.

5. Upon compliance with the terms of this Settlement Agreement, the Parties will execute a release of claims stating that the Parties have resolved their claims and damages and that the Parties mutually release each other.
6. 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.
7. In the event that any one or more of the provisions contained herein shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

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

CITY OF MOLINE, ILLINOIS

CHERYLE COLMARK

\_\_\_\_\_  
Mayor

Cheryle Colmark

Attest: \_\_\_\_\_  
City Clerk

September 8, 2015  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

Mike Massie  
Mike Massie,  
Attorney for Cheryle Colmark

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Whiteside )

On this 8<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Cheryle Colmark, to me personally known, who being by me duly sworn, executed the within and foregoing instrument to which this is attached; and acknowledged the execution of said instrument to be the voluntary act and deed of said person; by her voluntarily executed.



Chris K. McCarty  
NOTARY PUBLIC

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 7 thereof, "ONE-WAY STREETS," by adding Tenth Street, from Fourteenth Avenue to Sixteenth Avenue, traveling southbound for the hours of 7:30 a.m. to 8:30 a.m. and 1:00 p.m. to 3:30 p.m. on school days.

\_\_\_\_\_

WHEREAS, a request for a one-way street was received and reviewed by the Traffic Committee on September 3, 2015; and

WHEREAS, staff recommends approval of said request.

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 7 thereof, "ONE-WAY STREETS," is hereby amended to include the following Street where it shall be unlawful for any vehicle to not yield right-of-way and give preference to the designated thoroughfare when appropriate signs are posted:

"Tenth Street, from Fourteenth Avenue to Sixteenth Avenue, traveling southbound for the hours of 7:30 a.m. to 8:30 a.m. and 1:00 p.m. to 3:30 p.m. on school days."

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-4201, "SPECIAL SPEED LIMITS WHILE PASSING SCHOOLS," Appendix 35 thereof, "ALTERED SPEED LIMITS," by removing Sixteenth Street, from 250 feet south of Twenty-Fourth Avenue to Twenty-sixth Avenue, east branch.

\_\_\_\_\_  
WHEREAS, a request to eliminate the school zone speed limit at the former Garfield Elementary School was received and reviewed by the Traffic Committee on September 3, 2015; and

WHEREAS, Traffic Committee recommends approval.

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-4201, "SPECIAL SPEED LIMITS WHILE PASSING SCHOOLS," Appendix 35 thereof, "ALTERED SPEED LIMITS," is hereby amended by removing Sixteenth Street, from 250 feet south of Twenty-Fourth Avenue to Twenty-sixth Avenue, east branch.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Council Bill/Ordinance No. 4039-2015

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 NAMI Greater Mississippi Valley “NAMI Walk” scheduled for Saturday, September 26, 2015.

\_\_\_\_\_

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, September 25, 2015, from 7:00 a.m. until 11:00 a.m.

All lanes of Old River Drive from the westernmost entrance of the 55<sup>th</sup> Street Boat Ramp parking lot to the southernmost side of River Drive;

All lanes of River Drive from the easternmost side of Old River Drive to the easternmost side of 34<sup>th</sup> 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

A SPECIAL ORDINANCE

VACATING a portion of the East half of 16<sup>th</sup> Street (formerly Lynde Street), located north of the Northerly line of River Drive (formerly Main Street) and south of the northern half of 2<sup>nd</sup> Avenue (formerly Wells Street) to the City of Moline.

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WHEREAS, the City of Moline has requested that a portion of the East half of 16<sup>th</sup> Street (formerly Lynde Street), located north of the Northerly line of River Drive (formerly Main Street) and south of the northern half of 2<sup>nd</sup> Avenue (formerly Wells Street) be vacated to the City of Moline, to facilitate the conveyance of said portion to the United States of America; and

WHEREAS, the area to be vacated has been closed to vehicle traffic for several years and lies primarily adjacent to and underneath the on-ramp to the Rock Island Arsenal; and

WHEREAS, vacating said right-of-way to the City of Moline will allow the City of Moline to deed the property to the United States of America; and

WHEREAS, this Special Ordinance is based upon the statutory authority provided in 65 ILCS 5/11-91-1.

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

**Section 1** – That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole that it is in the best interest of the City of Moline, Illinois, to vacate the right-of-way hereinafter described below because the need to serve residents no longer exists.

**Section 2** – That the portion of the East half of 16<sup>th</sup> Street (formerly Lynde Street), located north of the Northerly line of River Drive (formerly Main Street) and south of the northern half of 2<sup>nd</sup> Avenue (formerly Wells Street) in the City of Moline, as shown and legally described on Exhibit “A,” attached hereto and incorporated herein, be and hereby is vacated.

**Section 3** – That a utility easement is hereby reserved and retained by the City of Moline and all utilities franchised to do business in the City of Moline, Illinois, on, over, under and across the right-of-way being vacated for the purposes of operating, maintaining, relocating, installing, repairing, removing or replacing any and all utilities and related appurtenances.

**Section 4** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

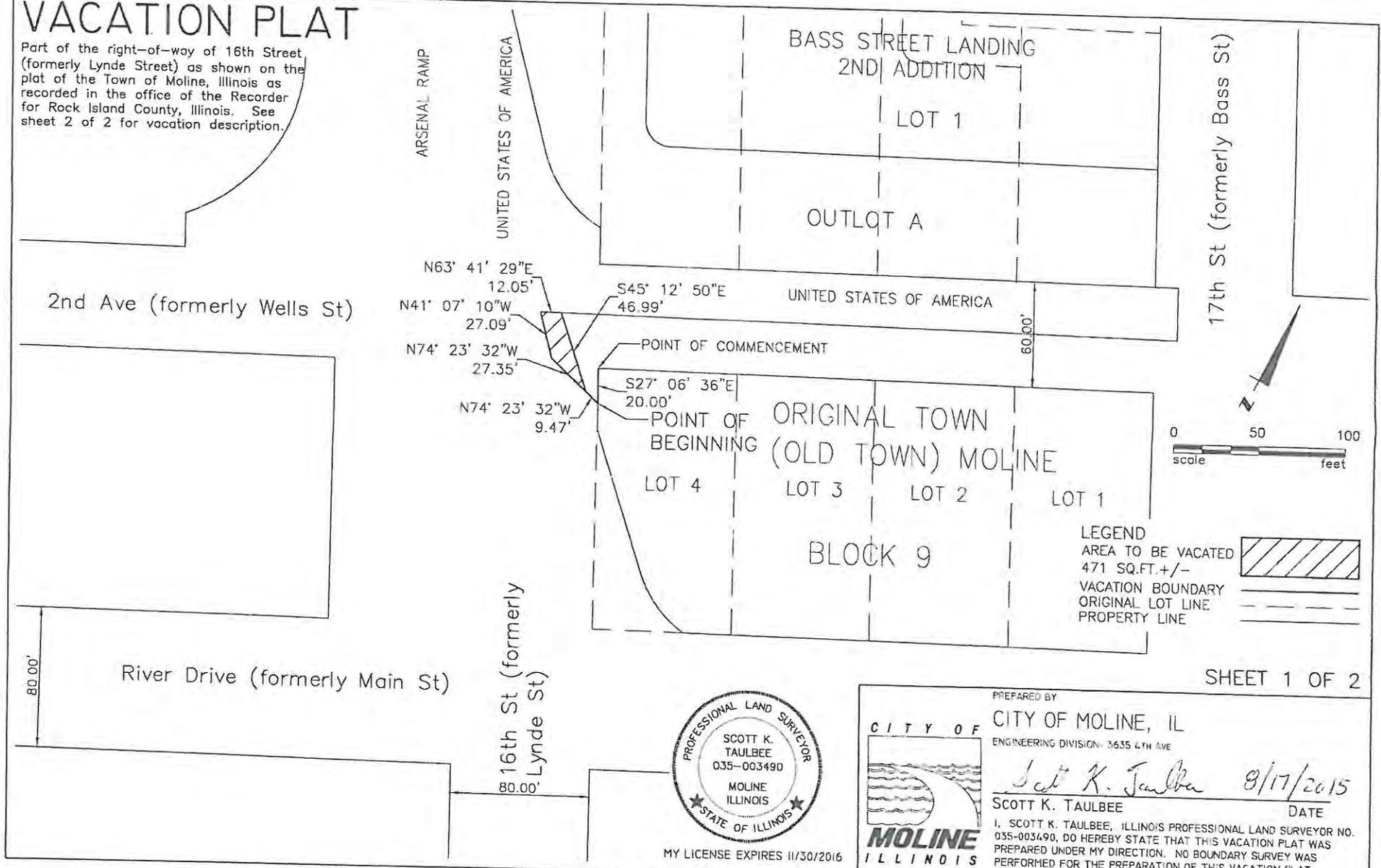
Approved as to Form:

\_\_\_\_\_  
City Attorney

# VACATION PLAT

Part of the right-of-way of 16th Street (formerly Lynde Street) as shown on the plat of the Town of Moline, Illinois as recorded in the office of the Recorder for Rock Island County, Illinois. See sheet 2 of 2 for vacation description.

H:\Engineering\ALL PROJECTS\1187 - 15th Street Bypass Storm Water\Design\Survey\15th St storm bypass-design.dwg, 8/17/2015 10:59:24 AM, 1:50



SHEET 1 OF 2



PREPARED BY

**CITY OF Moline, IL**

ENGINEERING DIVISION - 3635 4TH AVE

*Scott K. Taulbee* 8/17/2015

SCOTT K. TAULBEE DATE

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003490, DO HEREBY STATE THAT THIS VACATION PLAT WAS PREPARED UNDER MY DIRECTION. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS VACATION PLAT.



# VACATION PLAT

Vacation Description as provided to the City of Moline

TRACT NO: 206

ROCK ISLAND ARSENAL  
MILITARY RESERVATION  
ROCK ISLAND COUNTY, ILLINOIS

## LAND DESCRIPTION

Situate in the State of Illinois, County of Rock Island, City of Moline, west of lying in part of Lot 4 of Block 9 of the Old Town, an addition to the City of Moline, being part of 16th Street (formerly known as terminated U.S. Tract 200E-4), and more particularly described with bearings being referenced to a Right of Way Plat of Survey, dated 18 June 2001, certified by Chad E. Johnson, PLS No. 35-3370, as follows:

Commencing at an iron pin (Cap No. 35-3370) at the northwest corner of said Lot 4, being common to U.S. Tract No. 200 lands as described as Parcel No. 0007BPE in Document No. 878814 in the records of Rock Island County; thence with the west line of Lot 4

South 27 degrees 06 minutes 36 seconds East 20.00 feet to an iron pin (Cap No. 35-3370); thence leaving Lot 4 and crossing 16th street with the east line of U.S. Tract No. 200

North 74 degrees 23 minutes 32 seconds West 9.47 feet to the Point of Beginning of the lands described herein; thence continuing with said east line of U.S. Tract No. 200 for the next three calls

North 74 degrees 23 minutes 32 seconds West 27.35 feet to a point; thence

North 41 degrees 07 minutes 10 seconds West 27.09 feet to a point; thence

North 63 degrees 41 minutes 29 seconds East 12.05 feet to a point; thence leaving the east line of U.S. Tract No. 200 and continuing to crossing 16th street

South 45 degrees 12 minutes 50 seconds East 46.99 feet, more or less, to the Point of Beginning, containing 471 square feet (0.011 of an acre), more or less.

15-Feb-2002, B.L.B.

TRACT NO: 206  
OWNER: CITY OF MOLINE

ROCK ISLAND ARSENAL  
MILITARY RESERVATION  
ROCK ISLAND COUNTY, ILLINOIS

## LAND DESCRIPTION (cont'd)

It being the intent of the foregoing description to include part of the same lands as that depicted on a plat of the Old Town, an addition to the City of Moline and designated as Lynde Street, now Sixteenth (16th) Street, in the records of Rock Island County, Moline, Illinois.

15-Feb-2002, B.L.B.

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

SUSPENDING           Section 23-2102(c)(7) of Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, temporarily, as it relates to the sale, possession and consumption of alcohol; and

AUTHORIZING       the Mayor/Local Liquor Control Commissioner and the City Clerk to permit the sale, possession and consumption of alcohol on municipal property during the Fall Flemish Fest to be held at Stephens Park, Moline, Illinois, on September 20, 2015.

\_\_\_\_\_

WHEREAS, Section 23-2102(c)(7) of the Moline Code of Ordinances prohibits any person from selling, possessing, or being under the influence of any intoxicating beverages within any park, playground or other area under the jurisdiction of the Park and Recreation Board, with the exception of the Green Valley Sports Complex; and

WHEREAS, the Center for the Belgian Culture, as sponsor of the Fall Flemish Fest (hereinafter "Event"), requests permission to allow beer sales and consumption at City-owned Stephens Park on September 20, 2015 during the Event; and

WHEREAS, the sale, possession and consumption of alcohol will be limited to beer only within a portion of the park as illustrated on the attached Exhibit "A;" restricted areas will be monitored and designated with signs and fencing or similar barriers; and

WHEREAS, the sale and consumption of alcohol is specifically limited to the Event duration of 9:00 a.m. to 5:00 p.m. (this includes set-up and clean-up time), and the possession of alcohol is specifically limited to the Event duration and periods of set up and tear down immediately before and after the Event; and

WHEREAS, the Center for Belgian Culture has worked with the Liquor Control Commissioner to ensure that proper licensing and insurance for the Event is in effect pursuant to Chapter 4, "ALCOHOLIC BEVERAGES," of the Moline Code of Ordinances.

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

**Section 1** – That Section 23-2102(c)(7) of Chapter 23, "PARKS AND RECREATION," of the Moline Code of Ordinances, is hereby temporarily suspended insofar as it relates to the sale, possession and consumption of beer on municipal property during the Flemish Fall Fest to be held at Stephens Park, Moline, Illinois, on September 20, 2015.

**Section 2** – That the Mayor, in his capacity as the Local Control Commissioner, and the City Clerk are hereby authorized to work with the Center for Belgian Culture to do all things necessary to permit the sale, possession and consumption of alcohol on municipal property during the aforementioned event.

**Section 3** – That this ordinance is an exercise of the City’s home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution, and shall therefore take precedence over any conflicting State statutes or rules.

**Section 4** – That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance to Chapter 23 with regard to such conflicting ordinances or resolutions.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



Council Bill/Resolution No.: 4042-2015  
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 "Raising the Roof for Wounded Warriors" event scheduled for Sunday, September 27, 2015.

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, September 27, 2015, 12:00 p.m. to 5:30 p.m.

All lanes of 16<sup>th</sup> Avenue from the easternmost side of 15<sup>th</sup> Street to the westernmost side of the alley east of 1522 15<sup>th</sup> Street.

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

**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/Resolution No.: 4043-2015  
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 “Maria’s Taco House 30<sup>th</sup>  
Anniversary” event scheduled for Saturday, September 26, 2015.

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, September 26, 2015, 12:00 p.m. to 11:00 p.m.

The alley in the 700 block from the easternmost side of 7<sup>th</sup> Street to the westernmost side of 1714 7<sup>th</sup> Street.

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

**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/Resolution No.: 4044-2015

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 Bier Stube Oktoberfest scheduled for Friday, September 25, 2015 and Friday, October 2, 2015 through Saturday, October 3, 2015.

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:

Friday, September 25, 2015, 8:00 a.m. to Saturday, September 26, 2015, 8:00 a.m., and  
Friday, October 2, 2015, 8:00 a.m. to Sunday, October 4, 2015, 10:00 a.m.

Alley in the 400 block between 14<sup>th</sup> and 15<sup>th</sup> Streets,  
the closure is to be from the westernmost side of 15<sup>th</sup> Street to  
the west end of Bier Stube Biergarten.

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

**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

# **City of Moline**

August 2015  
Financial Report

**CITY OF MOLINE  
SUMMARY OF REVENUE AND EXPENDITURES  
AS OF 08/31/2015**

	BUDGET	YTD ACTUAL	VARIANCE
<b>GENERAL FUND</b>			
Revenues	\$41,305,920	\$28,079,165	\$13,226,755
Expenditures	\$41,305,920	\$25,511,261	\$15,794,659
Difference	\$0	\$2,567,904	
<b>GENERAL TRUST FUND</b>			
Revenues	\$405,000	\$458,599	(\$53,599)
Expenditures	\$405,000	\$291,231	\$113,769
Difference	\$0	\$167,368	
<b>SFOOR GRANT</b>			
Revenues	\$88,200	\$101,159	(\$12,959)
Expenditures	\$88,200	\$68,939	\$19,261
Difference	\$0	\$32,219	
<b>TOURISM FUND</b>			
Revenues	\$52,950	\$32	\$52,918
Expenditures	\$52,950	\$0	\$52,950
Difference	\$0	\$32	
<b>LEAD GRANT</b>			
Revenues	\$750,695	\$334,720	\$415,975
Expenditures	\$750,695	\$332,109	\$418,586
Difference	\$0	\$2,611	
<b>HOMEBUYER TRUST GRANT</b>			
Revenues	\$107,845	\$38,847	\$68,998
Expenditures	\$107,845	\$51,325	\$56,520
Difference	\$0	(\$12,477)	
<b>EMERGENCY REPAIR GRANT</b>			
Revenues	\$98,300	\$0	\$98,300
Expenditures	\$98,300	\$39,887	\$58,413
Difference	\$0	(\$39,887)	
<b>ABANDONED PROP PROGRAM</b>			
Revenues	\$58,910	\$12,838	\$46,072
Expenditures	\$58,910	\$36,015	\$22,895
Difference	\$0	(\$23,177)	
<b>NSP2 GRANT</b>			
Revenues	\$120,370	\$477,497	(\$357,127)
Expenditures	\$120,370	\$43,373	\$76,997
Difference	\$0	\$434,124	
<b>LIBRARY FUND</b>			
Revenues	\$3,193,155	\$1,964,300	\$1,228,855
Expenditures	\$3,193,155	\$2,028,912	\$1,164,243
Difference	\$0	(\$64,612)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>PARK FUND</b>			
Revenues	\$3,812,465	\$2,419,640	\$1,392,825
Expenditures	\$3,812,465	\$2,483,559	\$1,328,906
Difference	\$0	(\$63,919)	
<b>MOTOR FUEL TAX FUND</b>			
Revenues	\$2,482,830	\$588,616	\$1,894,214
Expenditures	\$2,482,830	\$13,636	\$2,469,194
Difference	\$0	\$574,980	
<b>COMMUNITY DEVELOPMENT</b>			
Revenues	\$674,400	\$518,451	\$155,949
Expenditures	\$674,400	\$397,714	\$276,686
Difference	\$0	\$120,737	
<b>REVOLVING LOAN FUND</b>			
Revenues	\$243,000	\$8,219	\$234,781
Expenditures	\$243,000	\$31,241	\$211,759
Difference	\$0	(\$23,022)	
<b>TAX INCREMENTAL FINANCING #1</b>			
Revenues	\$3,243,025	\$1,724,666	\$1,518,359
Expenditures	\$3,243,025	\$375,113	\$2,867,912
Difference	\$0	\$1,349,552	
<b>TAX INCREMENTAL FINANCING #2</b>			
Revenues	\$239,975	\$129,656	\$110,319
Expenditures	\$239,975	\$52,715	\$187,260
Difference	\$0	\$76,941	
<b>TAX INCREMENTAL FINANCING #3</b>			
Revenues	\$52,785	\$51,239	\$1,546
Expenditures	\$52,785	\$46,633	\$6,152
Difference	\$0	\$4,606	
<b>TAX INCREMENTAL FINANCING #4</b>			
Revenues	\$199,205	\$104,199	\$95,006
Expenditures	\$199,205	\$0	\$199,205
Difference	\$0	\$104,199	
<b>TIF #5 KONE CENTRE</b>			
Revenues	\$485,565	\$725,098	(\$239,533)
Expenditures	\$485,565	\$48,997	\$436,568
Difference	\$0	\$676,101	
<b>TIF #6 MOLINE PL PHASE II</b>			
Revenues	\$118,995	\$0	\$118,995
Expenditures	\$118,995	\$39,518	\$79,477
Difference	\$0	(\$39,518)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>TIF #7 BUSINESS PARK</b>			
Revenues	\$4,139,475	\$6,732	\$4,132,743
Expenditures	\$4,139,475	\$225,107	\$3,914,369
Difference	\$0	(\$218,374)	
<b>TIF #9 Route 150</b>			
Revenues	\$1,205	\$7,242	(\$6,037)
Expenditures	\$1,205	\$0	\$1,205
Difference	\$0	\$7,242	
<b>TIF #8 MALL AREA</b>			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
<b>TIF #10 Health Park</b>			
Revenues	\$249,925	\$103,960	\$145,965
Expenditures	\$249,925	\$0	\$249,925
Difference	\$0	\$103,960	
<b>SPECIAL SERVICE AREA #5</b>			
Revenues	\$177,230	\$158,476	\$18,754
Expenditures	\$177,230	\$59,631	\$117,599
Difference	\$0	\$98,844	
<b>SPECIAL SERVICE AREA #6</b>			
Revenues	\$266,145	\$157,968	\$108,177
Expenditures	\$266,145	\$80,408	\$185,737
Difference	\$0	\$77,560	
<b>TIF #11 MULTI MODAL</b>			
Revenues	\$0	\$500	(\$500)
Expenditures	\$0	\$273,874	(\$273,874)
Difference	\$0	(\$273,374)	
<b>TIF #12 RIVERBEND COMMONS</b>			
Revenues	\$0	\$71,722	(\$71,722)
Expenditures	\$0	\$68,868	(\$68,868)
Difference	\$0	\$2,854	
<b>WATER FUND</b>			
Revenues	\$9,506,140	\$6,085,269	\$3,420,871
Expenditures	\$9,506,140	\$5,699,483	\$3,806,657
Difference	\$0	\$385,786	
<b>WPC FUND</b>			
Revenues	\$25,128,540	\$13,387,691	\$11,740,849
Expenditures	\$25,128,540	\$10,617,268	\$14,511,272
Difference	\$0	\$2,770,423	
<b>STORMWATER UTILITY</b>			
Revenues	\$1,130,370	\$695,761	\$434,609
Expenditures	\$1,130,370	\$667,089	\$463,281
Difference	\$0	\$28,672	

	BUDGET	YTD ACTUAL	VARIANCE
<b>FIRE PENSION</b>			
Revenues	\$6,336,850	\$2,675,882	\$3,660,968
Expenditures	\$6,336,850	\$2,518,603	\$3,818,247
Difference	\$0	\$157,279	
<b>REHER ART GALLERY</b>			
Revenues	\$48,765	\$13,767	\$34,998
Expenditures	\$48,765	\$2,724	\$46,041
Difference	\$0	\$11,043	
<b>PERPETUAL CARE FUND</b>			
Revenues	\$14,025	\$10,543	\$3,482
Expenditures	\$14,025	\$0	\$14,025
Difference	\$0	\$10,543	
<b>PARK/CEMETERY GIFTS</b>			
Revenues	\$32,000	\$42,884	(\$10,884)
Expenditures	\$32,000	\$37,837	(\$5,837)
Difference	\$0	\$5,046	
<b>FOREIGN FIRE INS TAX</b>			
Revenues	\$35,300	\$89	\$35,211
Expenditures	\$35,300	\$36,704	(\$1,404)
Difference	\$0	(\$36,616)	
<b>POLICE PENSION</b>			
Revenues	\$7,069,695	\$2,412,524	\$4,657,171
Expenditures	\$7,069,695	\$2,321,986	\$4,747,709
Difference	\$0	\$90,538	
<b>LIBRARY TRUST</b>			
Revenues	\$237,260	\$34,450	\$202,810
Expenditures	\$237,260	\$67,900	\$169,360
Difference	\$0	(\$33,450)	
<b>HEALTH BENEFIT FUND</b>			
Revenues	\$7,875,835	\$4,260,387	\$3,615,448
Expenditures	\$7,875,835	\$4,307,059	\$3,568,776
Difference	\$0	(\$46,672)	
<b>OPEB RETIREMENT FUND</b>			
Revenues	\$500,000	\$502,693	(\$2,693)
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$502,693	
<b>INFORMATION TECHNOLOGY</b>			
Revenues	\$1,139,390	\$621,812	\$517,578
Expenditures	\$1,139,390	\$752,411	\$386,979
Difference	\$0	(\$130,599)	
<b>PUBLIC SAFETY EQUIPMENT</b>			
Revenues	\$148,265	\$148,414	(\$149)
Expenditures	\$148,265	\$197,062	(\$48,797)
Difference	\$0	(\$48,647)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>LIABILITY FUND</b>			
Revenues	\$3,838,085	\$2,524,732	\$1,313,353
Expenditures	\$3,838,085	\$1,553,261	\$2,284,824
Difference	\$0	\$971,472	
<b>FLEET SERVICES</b>			
Revenues	\$6,271,850	\$2,993,374	\$3,278,476
Expenditures	\$6,271,850	\$2,482,669	\$3,789,181
Difference	\$0	\$510,705	
<b>SANITATION FUND</b>			
Revenues	\$2,462,145	\$1,633,682	\$828,463
Expenditures	\$2,462,145	\$1,505,618	\$956,527
Difference	\$0	\$128,064	
<b>DEBT. SERVICE FUND</b>			
Revenues	\$3,088,450	\$1,824,622	\$1,263,828
Expenditures	\$3,088,450	\$1,824,622	\$1,263,828
Difference	\$0	\$0	
<b>2007 ESCROW ACCOUNT</b>			
Revenues	\$144,000	\$376,473	(\$232,473)
Expenditures	\$144,000	\$376,464	(\$232,464)
Difference	\$0	\$9	
<b>CAPITAL IMPROVEMENT FUND</b>			
Revenues	\$7,375,000	\$5,050,485	\$2,324,515
Expenditures	\$7,375,000	\$4,483,659	\$2,891,341
Difference	\$0	\$566,826	
<b>* TOTALS</b>			
Revenues	\$144,949,535	\$83,539,071	\$61,410,464
Expenditures	\$144,949,535	\$72,052,485	\$72,897,050
Difference	\$0	\$11,486,586	

**City of Moline  
Major Revenue Projection  
Summary Sheet  
as of August 31, 2015**

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	\$8,032,805	\$14,684,000	\$14,684,000	\$0	\$14,677,835	0.04%	\$14,684,000	0.00%
State Sales Tax	\$5,980,778	\$10,550,000	\$9,719,600	\$830,400	\$9,457,039	2.78%	\$10,519,600	0.29%
Water User Fees	\$4,562,690	\$8,103,345	\$8,427,115	(\$323,770)	\$7,735,554	8.94%	\$8,103,345	0.00%
Sewer User Fees	\$4,319,006	\$7,558,910	\$7,817,190	(\$258,280)	\$6,725,107	16.24%	\$7,558,910	0.00%
Home Rule Sales Tax	\$4,806,731	\$8,371,000	\$7,923,700	\$447,300	\$8,106,203	-2.25%	\$8,423,700	-0.63%
Income Tax	\$2,363,856	\$4,300,000	\$4,200,000	\$100,000	\$4,142,981	1.38%	\$4,300,000	0.00%
Replacement Tax	\$2,034,172	\$2,753,635	\$2,525,535	\$228,100	\$2,389,920	5.67%	\$2,753,535	0.00%
Utility Taxes	\$1,880,383	\$2,850,000	\$3,096,280	(\$246,280)	\$3,014,491	2.71%	\$2,806,280	1.56%
Food/Liquor Tax	\$1,284,943	\$2,278,930	\$2,075,675	\$203,255	\$2,016,801	0.00%	\$2,278,930	0.00%
Telecommunication Tax	\$822,164	\$1,395,625	\$1,395,625	\$0	\$1,636,428	-14.72%	\$1,395,625	0.00%
<b>Total</b>	<b>\$36,087,528</b>	<b>\$62,845,445</b>	<b>\$61,864,720</b>	<b>\$980,725</b>	<b>\$59,902,359</b>	<b>3.28%</b>	<b>\$62,823,925</b>	<b>0.03%</b>

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