



# MOLINE CITY COUNCIL AGENDA

Tuesday, February 2, 2016

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 Acri

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 & Appointments Made

Committee of the Whole and Council meeting minutes of January 26, 2016 and December Financial Report.

**1. Council Bill/General Ordinance 3002-2016**

**An Ordinance amending Chapter 8, “BUILDINGS AND OTHER CONTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” by repealing subsection (b)(2)(a) in its entirety and enacting in lieu thereof one new subsection (b)(2)(a) dealing with the same subject matter.**

**Explanation:** It is in the City’s best interest to establish building and construction guidelines to protect the health, safety and welfare of City residents. In November 2015, the City Council for the City of Moline passed and approved Ordinance No. 3040-2015, which was a complete rewrite of Section 8-1401 of the Moline Code of Ordinances entitled, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION.” City staff recommends a further amendment to Section 8-1401 of the Moline Code of Ordinances that will allow for those Electrical Contractors who are licensed or registered in another city in Illinois to present such license or registration to register as an Electrical Contractor in the City of Moline, so long as they sign an affidavit stating they have worked for a minimum of five (5) years as an Electrical Contractor. These individuals will not be required to provide proof of testing. If these individuals have passed one of the stated tests, they may inform the City of Moline of it in their affidavit, but it will not be required for registration. The amendment to Section 8-1401 will provide clarity to the requirement in the Moline Code of Ordinances for contractors and residents that will protect the health, safety and welfare of City residents.

**Fiscal Impact:**

N/A

**Public Notice/Recording:**

Pamphlet Publication

**2. Council Bill/Special Ordinance 4004-2016**

**A Special Ordinance authorizing the Mayor and City Clerk to execute an Amendment to Development Agreement between the City of Moline and S.J. Russell L.C. for The Point redevelopment project.**

**Explanation:** The City entered into a development agreement with S.J. Russell L.C. (Developer) for The Point redevelopment project (Project) on May 5, 2015. The agreement required Developer to purchase the Project property from the City by December 31, 2015, and scheduled estimated time periods for commencement of civil/infrastructure improvements and Phase 1 construction as Spring and Summer 2016, respectively. Developer has requested that the Project property purchase date be extended to March 31, 2016, to allow Developer to purchase the property closer to the estimated time period that construction is to commence. This

proposed amendment revises the development agreement by extending the deadline for purchase of the property from December 31, 2015 to March 31, 2016. Additional documentation attached.

**Fiscal Impact:** N/A

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

**Resolutions**

**3. Council Bill/Resolution 1008-2016**

**A Resolution considering all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning “Chapter I – Administration,” “Chapter II – Applications for Original Appointment – Police,” “Chapter V – Applications for Original Appointment – Fire,” “Chapter VI – Examinations for Original Appointment – Fire,” “Chapter VII – Promotions – Fire,” “Chapter VIII – Order of Rank, Classification and Oath of Office,” “Chapter IX – Disciplinary Proceedings” and “Chapter X – Layoffs, Recalls and Other Non-Disciplinary Discharges;” and approving same as an exercise of the City’s home rule powers.**

**Explanation:** The Board of Fire and Police Commissioners approved changes to its Rules and Regulations at its January 12, 2016 meeting. Said changes are the result of the Fraternal Order of Police negotiations and the International Association of Firefighters negotiations and interest arbitration. These changes are also housekeeping in nature and bring the Board and the City into compliance with state statute. Additional documentation attached.

**Fiscal Impact:** N/A

**Public Notice/Recording:** Newspaper Publication

**4. Council Bill/Resolution 1009-2016**

**A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District (MetroLINK) to allow MetroLINK’s installation and location of bus shelters on City right-of-way.**

**Explanation:** MetroLINK and the City seek to provide Moline residents and visitors with convenient and safe access to public transportation. In order to transport persons within the City and provide access to its public transportation, MetroLINK requires bus stops and shelters to be located on public right-of-way. The City regulates and licenses the use of public right-of-way to ensure that it is being used safely and for the benefit of the public. The parties therefore wish to enter into an intergovernmental agreement to permit MetroLINK to use the City right-of-way for the installation and location of bus shelters at approved locations, which locations may be amended by MetroLINK from time to time. The term of the Agreement is January 1, 2016 through December 31, 2016, and shall annually automatically renew, subject to the City’s receipt of an updated shelter location list and insurance certification from MetroLINK. Additional documentation attached.

**Fiscal Impact:** N/A

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

**5. Council Bill/Resolution 1010-2016**

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

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

**Fiscal Impact:** N/A

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

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

**Omnibus Vote**

**Non - Consent Agenda**

**Second Reading Ordinances**

**6. Council Bill/Special Ordinance 4005-2016**

A Special Ordinance authorizing a variance to Section 2-2205(a) of the Moline Code of Ordinances to suspend the aldermanic pay of First Ward Alderman Quentin Rodriguez for any City Council meetings he is unable to attend during his deployment overseas, through May, 2016, in lieu of assessing Rodriguez an administrative fee for any missed meeting(s) in excess of five during the deployment.

**Explanation:** Section 2-2205(a) of the Moline Code of Ordinances provides that any alderman who is absent from more than five City Council meetings during a municipal year shall be assessed an administrative fee of \$100.00 per absence in excess of five. Due to First Ward Alderman Quentin Rodriguez’s recent deployment, he has requested that his aldermanic pay be suspended for any meetings he is unable to attend during his deployment, through May, 2016, in lieu of being assessed the administrative fee for any missed meeting(s) in excess of five during the deployment.

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

| 4005-2016      |     |     |
|----------------|-----|-----|
| Council Member | Aye | Nay |
| Acri           |     |     |
| Rodriguez      |     |     |
| Parker         |     |     |
| Wendt          |     |     |
| Zelnio         |     |     |
| Turner         |     |     |
| Schoonmaker    |     |     |
| Liddell        |     |     |
| Mayor Raes     |     |     |

AN ORDINANCE

AMENDING Chapter 8, “BUILDINGS AND OTHER CONTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” by repealing subsection (b)(2)(a) in its entirety and enacting in lieu thereof one new subsection (b)(2)(a) dealing with the same subject matter.

WHEREAS, it is in the City’s best interest to establish building and construction guidelines to protect the health, safety and welfare of City residents; and

WHEREAS, in November 2015, the City Council for the City of Moline passed and approved Ordinance No. 3040-2015, which was a complete rewrite of Section 8-1401 of the Moline Code of Ordinances entitled, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION;” and

WHEREAS, City staff recommends a further amendment to Section 8-1401 of the Moline Code of Ordinances that will allow for those Electrical Contractors who are licensed or registered in another city in Illinois to present such license or registration to register as an Electrical Contractor in the City of Moline, so long as they sign an affidavit stating they have worked for a minimum of five (5) years as an Electrical Contractor; and

WHEREAS, these individuals will not be required to provide proof of testing; and

WHEREAS, if these individuals have passed one of the stated tests, they may inform the City of Moline of it in their affidavit, but it will not be required for registration; and

WHEREAS, the amendment to Section 8-1401 will provide clarity to the requirement in the Moline Code of Ordinances for contractors and residents that will protect the health, safety and welfare of City residents.

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

**Section 1** – That Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” is hereby amended by repealing subsection (b)(2)(a) in its entirety and enacting in lieu thereof one new subsection (b)(2)(a) dealing with the same subject matter, which shall read as follows:

**“SEC. 8-1401. ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION.**

\* \* \* \* \*

(b) REGISTRATION AND LICENSE REQUIRED

\* \* \* \* \*

- (2) Licensed Electrician Status Required: If the person seeking to register as an Electrical Contractor is an individual acting as a sole proprietor, he or she must be a Licensed Electrician. If the individual seeking to register is a corporation, partnership, group or association, it must have an officer, partner, member or employee, an individual who is a Licensed Electrician. Proof of license can be shown as follows:
  - (a) An individual who presents an electrical license or registration from another city in Illinois will be required to submit a copy of that license and an affidavit verifying:
    - i. They have worked for a minimum of five (5) years as an Electrical Contractor.
    - ii. If such individual took and passed either the master's examination through Thomson Prometric or the International Code Council National Contractor Trades Examination Program, Standard Master Electrician exam, or a master's electrical examination administered through another state, they may state such in their affidavit, but testing is not required to prove proof of license under this subsection (b)(2)(a).

\* \* \* \* \*

**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

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

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Amendment to Development Agreement between the City of Moline and S.J. Russell L.C. for The Point redevelopment project.

\_\_\_\_\_

WHEREAS, the City entered into a development agreement with S.J. Russell L.C. (Developer) for The Point redevelopment project (Project) on May 5, 2015, pursuant to Council Bill/Special Ordinance No. 4012-2015; and

WHEREAS, the development agreement required Developer to purchase the Project property from the City by December 31, 2015, and scheduled estimated time periods for commencement of civil/infrastructure improvements and Phase 1 construction as Spring and Summer 2016, respectively; and

WHEREAS, Developer has requested that the property purchase date be extended to March 31, 2016, to allow Developer to purchase the property closer to the estimated time period that construction is to commence; and

WHEREAS, the proposed amendment revises the development agreement by extending the deadline for purchase of the Project property from December 31, 2015 to March 31, 2016.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute an Amendment to Development Agreement between the City of Moline and S.J. Russell L.C. for The Point redevelopment project; provided, however, that said Amendment to Development 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:

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

**AMENDMENT TO DEVELOPMENT AGREEMENT**

Between the

**CITY OF MOLINE**

and

**S.J. RUSSELL L.C.**

This Amendment to Development Agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between the City of Moline, an Illinois municipal corporation ("City"), and S.J. Russell L.C., an Iowa limited liability company duly registered to do business in the State of Illinois ("Developer"), and collectively the "Parties," amends the Development Agreement dated May 5, 2015, as adopted by the City Council of Moline as Special Ordinance 4012-2015.

In consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

The deadline for purchase of the Property by Developer is extended from December 31, 2015, to March 31, 2016.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Development Agreement on the dates set forth above their respective signatures.

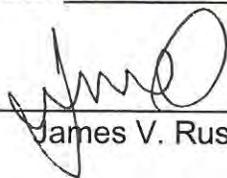
**THE CITY OF MOLINE, ILLINOIS**

**S.J. RUSSELL L.C.**

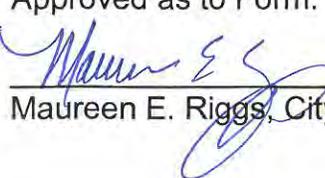
DATED: \_\_\_\_\_

DATED: December 23, 2015

By: \_\_\_\_\_  
Scott Raes, Mayor

By:  \_\_\_\_\_  
James V. Russell, Manager

Attest: \_\_\_\_\_  
Tracy Koranda, City Clerk

Approved as to Form:  
 \_\_\_\_\_  
Maureen E. Riggs, City Attorney

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY 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.

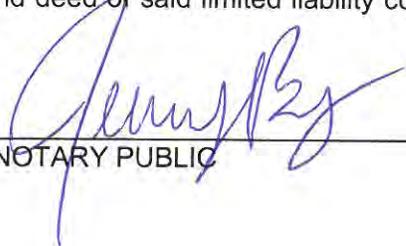
(seal)

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF IOWA )  
 ) SS:  
COUNTY OF SCOTT )

On this 23<sup>rd</sup> day of December, 2015, before me, a Notary Public in and for said County and State aforesaid, personally appeared **JAMES V. RUSSELL**, to me personally known, who being by me duly sworn (or affirmed) did say that he is manager of **S.J. Russell L.C.**, and that said instrument was signed on behalf of the Corporation; **JAMES V. RUSSELL** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)

  
\_\_\_\_\_  
NOTARY PUBLIC



## AGREEMENT FOR SALE OF REAL ESTATE

**AGREEMENT**, by and between, **S.J. RUSSELL L.C.**, an Iowa limited liability company duly registered in the State of Illinois (hereinafter "**Buyer**"), located at 4600 E. 53<sup>rd</sup> Street, Davenport, Iowa, 52807 and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Seller**,"), located in Moline, Illinois (collectively hereinafter "**Parties**").

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 635 10<sup>th</sup> Avenue, Moline, Illinois;

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

### **Sec. 1. PURCHASE PRICE**

Subject to all terms, covenants and conditions of the Agreement, the Seller will sell the Property to the Buyer and the Buyer will purchase the Property from the Seller, and pay therefore the amount of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) (the "**Purchase Price**"), payable by certified funds to Seller at closing.

### **Sec. 2. CLOSING AND POSSESSION**

Closing shall be on or before **the 31st day of March, 2016**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Sellers, and Buyer shall accept the conveyance at such time and place. Possession shall be given at closing.

### **Sec. 3. CONVEYANCE OF PROPERTY**

- (a) Form of Deed. The Seller shall convey title to the Property by Warranty Deed ("**Deed**"). Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer's rights. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
  2. All easements of record including but not limited to easements and lease agreements for cell tower equipment; and
  3. Matters that would be revealed by an ALTA survey of the Property.
- (b) Proration of Taxes and Adjustments.
1. Seller shall be current on all tax payments and shall pro-rate general real estate taxes for the current tax year at time of closing; and
  2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.
- (c) Expenses of Transfer. Buyer shall pay: (1) Recording fees for Deed and mortgage, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required. Seller shall, at its sole cost and expense and prior to closing, deliver to Buyer a title commitment for an Owner's title policy issued by a title company showing good and indefeasible title to the Property vested solely in Seller. On the closing date, Seller shall cause the title company to issue an Owner's Policy of Title Insurance covering the Property in the amount of the Purchase Price, showing fee simple title vested in Buyer. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.
- (d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).
- (e) Affidavit of Foreign Status. Sellers will sign an affidavit that Sellers are not a "foreign person" under the Internal Revenue Act of 1862, as amended.
- (f) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.
- (g) Unrecorded Liens, Assessments, Security Interests. Seller represent that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

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

(a) Property Condition.

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

(b) Utility Payments. Upon closing, the Buyer will be responsible for all utility payments, including but not limited to, water, sewer, storm water, electricity, and gas bills.

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

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

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

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

**Sec. 7. PROVISIONS NOT MERGED WITH DEED**

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

**Sec. 8. ENTIRE AGREEMENT**

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

successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

**Sec. 9. APPLICABLE LAW**

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

**Sec. 10. SEVERABILITY**

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

**Sec. 11. ASSURANCE OF FURTHER ACTION**

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

**Sec. 12. ACCEPTANCE BY BUYER**

Until accepted by the Buyer, this document constitutes an irrevocable offer to sell on the terms stated above. Seller's offer to sell herein shall be irrevocable to and including December 31, 2015. If not so approved or accepted by the Buyer by December 31, 2015, this offer and Agreement shall be void.

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

IN WITNESS WHEREOF, **S.J. RUSSELL L.C., Buyer**, has caused this Agreement for Sale of Real Estate to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

S.J. RUSSELL L.C.

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

STATE OF IOWA )

) SS:

COUNTY OF SCOTT )

On this 5<sup>th</sup> day of January, 2016, before me, a Notary Public in and for said County and State aforesaid, personally appeared James V. Russell, to me personally known, who being by me duly sworn (or affirmed) did say that s/he is a manager of **S.J. RUSSELL L.C.**, an Iowa limited liability company, and that said instrument was signed on behalf of the company by said James V. Russell as manager of said company. S.J. Russell, L.C. acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by her/him voluntarily executed.

(seal)



Jennifer Belby  
NOTARY PUBLIC

IN WITNESS WHEREOF, the **CITY OF MOLINE, Seller**, has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Moline (Seller)**

**Attest:**

\_\_\_\_\_  
Scott Raes, Mayor

\_\_\_\_\_  
Tracy A. Koranda, City Clerk

STATE OF ILLINOIS )

)

ss:

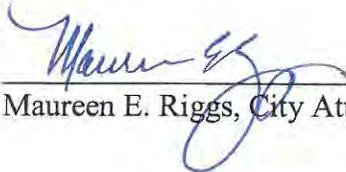
COUNTY OF ROCK ISLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to form:

  
\_\_\_\_\_  
Maureen E. Riggs, City Attorney

Prepared by:

Maureen E. Riggs  
City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Phone: (309) 524-2021  
Fax: (309) 524-2020

SCHEDULE A  
Legal Description

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4<sup>TH</sup> PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 00° 17' 19" EAST (ASSUMED BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 455.09 FEET; THENCE NORTH 89° 31' 13" WEST A DISTANCE OF 33.27 FEET; THENCE NORTH 89° 40' 11" WEST A DISTANCE OF 134.97 FEET; THENCE NORTH 89° 31' 04" WEST A DISTANCE OF 83.94 FEET TO THE SOUTHEASTERN CORNER OF A TRACT OF LAND DESCRIBED AS "TRACT 4" WITHIN A RESOLUTION, RECORDED JUNE 19, 2003, AS DOCUMENT NUMBER 2003-22706, IN THE OFFICE OF THE RECORDER, ROCK ISLAND COUNTY, ILLINOIS; THENCE NORTH 89° 30' 28" WEST, A DISTANCE OF 3.95 FEET TO THE SOUTHWESTERN CORNER OF THE AFORESAID "TRACT 4" AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 90° 00' 00" WEST, 389.25 FEET; THENCE NORTH 00° 19' 20" WEST, 131.80 FEET; THENCE NORTH 90° 00' 00" WEST, 200.00 FEET; THENCE NORTH 00° 19' 20" WEST, 126.50 FEET; THENCE NORTH 00° 02' 29" EAST, 50.00 FEET; THENCE NORTH 00° 10' 41" WEST, 138.26 FEET; THENCE SOUTH 88° 21' 37" WEST, 72.78 FEET; THENCE NORTH 13° 21' 00" WEST, 344.64 FEET; THENCE NORTH 11° 37' 41" WEST, 315.54 FEET; THENCE NORTH 82° 17' 49" EAST, 80.10 FEET; THENCE NORTH 89° 33' 10" EAST, 173.95 FEET; THENCE SOUTH 81° 53' 17" EAST, 142.72 FEET; THENCE NORTH 89° 41' 48" EAST, 350.90 FEET; THENCE SOUTH 45° 18' 12" EAST, 21.21 FEET; THENCE SOUTH 00° 09' 12" EAST, 145.00 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 7 IN "WEST MOLINE ADDITION" TO THE CITY OF MOLINE, ILLINOIS, AS RECORDED IN PLAT BOOK 1, PAGE 5 (SOMETIMES KNOWN AS "ANDREWS ADDITION" TO THE CITY OF MOLINE, ILLINOIS); THENCE SOUTH 00° 09' 12" EAST 602.33 FEET TO THE NORTHEASTERN CORNER OF THE AFORESAID "TRACT 4" (THE FOLLOWING FOUR (4) COURSES ARE ALONG THE PERIMETER OF SAID "TRACT 4"); 1) THENCE NORTH 89° 33' 42" WEST, 2.00 FEET; 2) THENCE SOUTH 00° 15' 47" WEST, 194.70 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE EAST, SAID POINT LYING NORTH 89° 44' 13" WEST, 100.00 FEET FROM THE RADIUS POINT OF SAID CURVE; 3) THENCE SOUTHERLY ALONG SAID CURVE 12.59 FEET TO A POINT OF COMPOUND CURVE, SAID POINT LYING SOUTH 83° 02' 53" WEST, 100.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 03° 20' 40" EAST 12.58 FEET, SAID POINT ALSO LYING SOUTH 83° 02' 53" WEST, 230.00 FEET FROM THE RADIUS POINT OF SAID COMPOUND CURVE; 4) THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE 123.94 FEET TO THE POINT OF BEGINNING, SAID POINT LYING SOUTH 52° 10' 27" WEST, 230.00 FEET FROM THE RADIUS POINT OF SAID COMPOUND CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 22° 23' 20" EAST 122.44 FEET, CONTAINING 15.23 ACRES, MORE OR LESS.

THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING EAST OF 4<sup>TH</sup> STREET, AS NOW LOCATED, MOLINE, ILLINOIS:

OUTLOT "A" IN "OAK HILL PARK" AN ADDITION IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS,

EXCEPTING SO MUCH THEREOF DESCRIBED IN DEEDS TO THE CITY OF MOLINE RECORDED IN BOOK 154 OF DEEDS, PAGE 53, NUMBER 131009; FURTHER DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF OUTLOT A OF OAK HILL PARK ADDITION SITUATE EAST OF THE EAST LINE OF THE FIFTH STREET EXTENDED NORTH FROM ELEVENTH AVENUE TO THE NORTH LINE OF OUTLOT A AS SAID STREETS AND LOTS ARE SHOWN UPON THE PLAT OF SAID OAK HILL PARK ADDITION, EXCEPTING THEREFROM THAT PORTION OF SAID OUT LOT A LYING SOUTH OF LOT MARKED "C.J. BLOOM" ON THE RECORDED PLAT OF OAK HILL PARK AND EAST OF ROAD CONDEMNED BY THE CITY OF MOLINE; ALSO EXCEPTING THAT PART OF OUT LOT A LYING BETWEEN LOTS DESIGNATED ON SAID OAK HILL PARK ADDITION, "LINBERG" AND "BLOOM;"

BOOK 171 OF DEEDS, PAGE 428, NUMBER 163640; FURTHER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST CORNER OF OUT LOT A IN OAK HILL PARK ADDITION TO THE CITY OF MOLINE, SITUATED IN THE SOUTHEAST ONE-FOURTH OF SECTION 31, TOWNSHIP 18 NORTH, RANGE ONE, WEST OF THE FOURTH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF HAWK HOLLOW ROAD WITH THE NORTH LINE OF 11<sup>TH</sup> AVENUE; THENCE NORTHERLY ALONG THE WEST LINE OF HAWK HOLLOW ROAD 193.9 FEET TO A POINT 30 FEET WEST OF AND AT RIGHT ANGLES TO STATION 13+07.0, ON THE PROPOSED LINE OF TRI-CITY RAILWAY COMPANY, WHICH IS THE BEGINNING OF A 12°0' CURVE TO THE RIGHT OR WEST; THENCE SOUTHERLY ON A CURVED LINE THIRTY (30) FEET DISTANT FROM THE CENTER LINE OF THE TRI-CITY RAILWAY COMPANY'S PROPOSED TRACK, 157.6 FEET TO A POINT THIRTY (30) FEET WEST OF AND AT RIGHT ANGLES STATION 14+74.9, WHICH IS THE END OF SAID 12°0' CURVE; THENCE SOUTHERLY THIRTY (30) FEET DISTANT FROM THE CENTER LINE OF THE TRI-CITY RAILWAY COMPANY'S PROPOSED LINE 32.5 FEET TO THE NORTH LINE OF 11<sup>TH</sup> AVENUE; THENCE EASTERLY ALONG THE NORTH LINE OF 11<sup>TH</sup> AVENUE 39.7 FEET TO THE PLACE OF BEGINNING, ALL AS SHOWN IN RED LINES ON THE ATTACHED PRINT OF THE TRI-CITY RAILWAY COMPANY'S DRAWING PP-47E WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

BOOK 169 OF DEEDS, PAGE 593, NUMBER 163641; FURTHER DESCRIBED AS FOLLOWS:

THE RIGHT TO ALLOW THE TOE OF CERTAIN EMBANKMENT SLOPES TO EXTEND ONTO THE LAND OF SAID GRANTORS ADJACENT TO HAWK HOLLOW ROAD, APPROXIMATELY ALONG THE IRREGULAR LINE SHOWN IN YELLOW IN THE ATTACHED PRINT TO THE TRI-CITY RAILWAY COMPANY'S DRAWING PP47E AND DESIGNATED THEREON AS "TOE OF FILL SLOPE,"

AND BOOK 208 OF DEEDS, PAGE 16, NUMBER 215758 IN THE OFFICE OF THE RECORDER OF DEEDS OF ROCK ISLAND COUNTY, ILLINOIS; FURTHER DESCRIBED AS FOLLOWS:

A STRIP OF GROUND FIFTY (50) FEET WIDE BOUNDED BY THE EAST LINE OF OAKWOOD ADDITION TO THE CITY OF MOLINE AND G.A. STEPHEN'S FIRST ADDITION TO THE CITY OF MOLINE AND ON THE WEST BY THE EAST LINE OF FOURTH (4<sup>TH</sup>) STREET. INTENDING TO CONVEY TENTH (10<sup>TH</sup>) AVENUE EXTENDED WEST FROM THE WEST LINE OF OAKWOOD ADDITION TO THE CITY OF MOLINE AND THE WEST LINE OF G.A. STEPHEN'S FIRST ADDITION TO THE CITY OF MOLINE TO THE EAST LINE OF FOURTH (4<sup>TH</sup>) STREET.

AND SO MUCH OF SAID OUTLOT TAKEN AND CONDEMNED FOR HAWK HOLLOW ROAD, NOW FOURTH STREET, IN THE CITY OF MOLINE, ALSO EXCEPTING THEREFROM SO MUCH OF SAID OUTLOT "A" DESCRIBED IN DEED TO JOHN A. LINBERG IN BOOK 77 OF DEEDS, PAGE 529, NUMBER 28102; FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION NUMBER THIRTY ONE (31) IN TOWNSHIP NUMBER EIGHTEEN (18) NORTH IN RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN, THENCE RUNNING WEST AND ALONG THE INDIAN BOUNDARY LINE TWO HUNDRED (200) FEET; THENCE RUNNING SOUTH PARALLEL WITH THE EAST LINE OF THE ABOVE DESCRIBED TRACT OF LAND (ONE HUNDRED THIRTY EIGHT AND ONE FOURTH (138 $\frac{1}{4}$ ) FEET; THENCE RUNNING EAST TWO HUNDRED (200) FEET TO THE EAST LINE OF SAID TRACT OF LAND, THENCE RUNNING NORTH ALONG THE SAID EAST LINE OF ONE HUNDRED FORTY ONE AND THREE FOURTHS (141  $\frac{3}{4}$ ) FEET TO THE POINT OF BEGINNING,

TO C.J. BLOOM IN BOOK 77 OF DEEDS, PAGE 193, NUMBER 26875; FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ONE HUNDRED NINETY ONE AND THREE FOURTHS (191  $\frac{3}{4}$ ) FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION NUMBER THIRTY ONE (31) IN TOWNSHIP NUMBER EIGHTEEN (18) NORTH, IN RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN, THENCE RUNNING SOUTH ALONG THE EAST LINE OF THE ABOVE DESCRIBED TRACT OF LAND ONE HUNDRED TWENTY SIX AND ONE HALF FEET (126 $\frac{1}{2}$ ); THENCE RUNNING WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT OF LAND TWO HUNDRED (200) FEET TO AN INTENDED STREET RUNNING NORTH AND SOUTH, THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT OF LAND ONE HUNDRED AND TWENTY SIX AND ONE HALF (126  $\frac{1}{2}$ ) FEET TO A PIECE OF LAND (FIFTY FEET IN WIDTH) RESERVED FOR STREET PURPOSES, THENCE RUNNING EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT OF LAND TWO HUNDRED (200) FEET TO THE PLACE OF BEGINNING;

AND TO BERNARD AND MINNIE PETERSON IN BOOK 202 OF DEEDS PAGE 40, NUMBER 197841; FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT A, OAK HILL PARK ADDITION, TO THE CITY OF MOLINE, THENCE SOUTH EIGHTY-FIVE (85) FEET, FOR A STARTING POINT, THENCE EAST ONE HUNDRED AND THIRTY (130) FEET; THENCE SOUTH FORTY-FIVE (45) FEET, THENCE WEST ONE HUNDRED AND THIRTY (130) FEET, THENCE NORTH FORTY-FIVE (45) FEET TO THE PLACE OF BEGINNING,

ALL RECORDED IN SAID RECORDER'S OFFICE; AND ALSO EXCEPTING THEREFROM SO MUCH CONVEYED BY WARRANTY DEED RECORDED IN BOOK 459 OF DEEDS, PAGE 30 NUMBER 459690; FURTHER DESCRIBED AS FOLLOWS:

THAT PART OF OUT LOT A IN OAK HILL PARK, AN ADDITION TO THE CITY OF MOLINE, MOLINE, ILLINOIS, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID OUT LOT A, THENCE SOUTH ALONG THE SAID WEST LINE OF SAID OUT LOT, EIGHTY-FIVE (85) FEET, THENCE EAST TO THE WEST LINE OF HAWK HOLLOW ROAD, NOW FOURTH STREET, IN THE CITY OF MOLINE, THENCE NORTH ALONG THE WEST LINE OF SAID ROAD EIGHTY-FIVE (85) FEET MORE OR LESS TO THE INTERSECTION OF THE WEST LINE OF SAID ROAD, AND THE NORTH LINE OF SAID OUT LOT, THENCE WEST TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

ALL SITUATED IN THE COUNTY OF ROCK ISLAND, IN THE STATE OF ILLINOIS.

AND LOT 2 OF HAWK HOLLOW ADDITION IN THE CITY OF MOLINE, ILLINOIS, COUNTY OF ROCK ISLAND, ILLINOIS.

Council Bill/Special Ordinance No. 4005-2016

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

A SPECIAL ORDINANCE

AUTHORIZING a variance to Section 2-2205(a) of the Moline Code of Ordinances to suspend the aldermanic pay of First Ward Alderman Quentin Rodriguez for any City Council meetings he is unable to attend during his deployment overseas, through May, 2016, in lieu of assessing Rodriguez an administrative fee for any missed meeting(s) in excess of five during the deployment.

\_\_\_\_\_  
WHEREAS, Section 2-2205(a) of the Moline Code of Ordinances provides that any alderman who is absent from more than five City Council meetings during a municipal year shall be assessed an administrative fee of \$100.00 per absence in excess of five; and

WHEREAS, First Ward Alderman Quentin Rodriguez has been deployed overseas for a period of six months, through May, 2016; and

WHEREAS, given Rodriguez's deployment, he has requested that his aldermanic pay be suspended for any meetings he is unable to attend during his deployment, through May, 2016, in lieu of being assessed the administrative fee for any missed meeting(s) in excess of five during the deployment.

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

**Section 1** – That the City Council hereby authorizes a variance to Section 2-2205(a) of the Moline Code of Ordinances to suspend the aldermanic pay of First Ward Alderman Quentin Rodriguez for any City Council meetings he is unable to attend during his deployment overseas, through May, 2016, in lieu of assessing Rodriguez an administrative fee for any missed meeting(s) in excess of five during the deployment.

**Section 2** – 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 3** – 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 with regard to such conflicting ordinances or resolutions.

**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

Council Bill/Resolution No. 1008-2016

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

A RESOLUTION

CONSIDERING all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning “Chapter I – Administration,” “Chapter II – Applications for Original Appointment – Police,” “Chapter V – Applications for Original Appointment – Fire,” “Chapter VI – Examinations for Original Appointment – Fire,” “Chapter VII – Promotions – Fire,” “Chapter VIII – Order of Rank, Classification and Oath of Office,” “Chapter IX – Disciplinary Proceedings,” and “Chapter X – Layoffs, Recalls and Other Non-Disciplinary Discharges;” and

APPROVING same as an exercise of the City’s home rule powers.

\_\_\_\_\_

WHEREAS, the Moline Code of Ordinances authorizes the Board of Fire and Police Commissioners to adopt rules and regulations; and

WHEREAS, the Board of Fire and Police Commissioners has proposed and adopted rules and regulations; and

WHEREAS, these rules and regulations pertain to the government and affairs of the City of Moline and are an integral aspect of the City’s self-government under its home rule powers granted under the Illinois Constitution of 1970; and

WHEREAS, certain of these rules and aspects thereunder may conflict with state law, but this Council deems them appropriate as an exercise under its home rule powers and consistent with Section 2-4406 of the Moline Code of Ordinances.

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

That the proposed “Chapter I – Administration,” “Chapter II – Applications for Original Appointment – Police,” “Chapter V – Applications for Original Appointment – Fire,” “Chapter VI – Examinations for Original Appointment – Fire,” “Chapter VII – Promotions – Fire,” “Chapter VIII – Order of Rank, Classification and Oath of Office,” “Chapter IX – Disciplinary Proceedings,” and “Chapter X – Layoffs, Recalls and Other Non-Disciplinary Discharges,” of the Rules of the Board of Fire and Police Commissioners of the City of Moline, Illinois, 2016 and any and all rules and regulations promulgated, proposed, adopted or approved by such Board on Exhibit A, attached hereto, are hereby considered, ratified, and approved, including any such rules that would otherwise violate, contradict or conflict with state statutes, and the City of Moline hereby exercises its home rule powers under the Illinois Constitution to legislatively adopt and ratify such rules and regulations, notwithstanding the powers, duties, and procedures established by state law in the Board of Fire and Police Commissioners, and said board shall

have the powers and duties authorized or established in state law or in said rules and regulations; provided, however, that where said rules and regulations conflict with state law, the powers established by said rules and regulations shall control.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

February 2, 2016

\_\_\_\_\_  
Date

Passed: February 2, 2016

Approved: February 9, 2016

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

Approved as to Form:

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

**RULES OF THE BOARD OF FIRE AND POLICE COMMISSIONERS  
CITY OF MOLINE, ILLINOIS**

As adopted by the Board of Fire and Police Commissioners of the City of Moline, Illinois, on April 19, 1993. Subsequent amendments listed following document.

**CHAPTER I - ADMINISTRATION**

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Section 2. DEFINITIONS

The word "commission" and/or "board" wherever used shall mean the Board of Fire and Police Commissioners of the City of Moline. The word "officer" shall mean any person holding a regular office in the Police or Fire Departments of the City of Moline. The word "day" shall mean calendar day; except in disciplinary matters, the word "day" shall mean 8 hours of work within the Police Department and 10.83 hours of work (effective January 1, 2017, 10.60 hours of work) within the Fire Department. The masculine noun or pronoun includes the feminine. The singular includes the plural, and the plural, the singular.

\* \* \* \*

Section 6. ORDER OF BUSINESS.

The order of business at any meeting shall be (1) Call to Order, (2) Roll Call of Members, (3) Approval of the Minutes of any prior meetings, (4) Communications, (5) Unfinished Business, (6) New Business, (7) Public Comment, (8) Adjournment.

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**CHAPTER II - APPLICATIONS FOR ORIGINAL APPOINTMENT - POLICE**

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Section 5. PHYSICAL AND MEDICAL EXAMINATIONS

After an offer of employment is made, applicants for original appointment shall be required to submit to a physical and medical examination by a licensed physician of the City's choice, and a psychological examination performed by a licensed psychologist of the City's choice.

Applicants must have vision correctable to 20/20.

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## CHAPTER V - APPLICATIONS FOR ORIGINAL APPOINTMENT - FIRE

\* \* \* \*

### Section 5. PHYSICAL AND MEDICAL EXAMINATIONS

After an offer of employment is made, applicants for original appointment shall be required to submit to a physical and medical examination by a licensed physician of the City's choice, and a psychological examination performed by a licensed psychologist or psychiatrist of the City's choice.

Applicants must have vision correctable to 20/20.

### Section 6. AGE REQUIREMENTS

Applicants for the Fire Department must be at least 20 years of age, but shall not be appointed until said applicant reaches 21 years of age. All applicants must be under 35 years of age, except as otherwise provided below:

(a) If a person is placed on an eligibility list and becomes over-age before being appointed, the person remains eligible for appointment until the list is abolished.

(b) If a person was previously employed as a full-time firefighter in a regularly constituted fire department of (i) any municipality or fire protection district located in Illinois, (ii) a fire protection district whose obligations were assumed by a municipality under Section 21 of the Fire Protection District Act, or (iii) a municipality whose obligations were taken over by a fire protection district.

(c) If a person has served a municipality as a regularly enrolled volunteer, paid-on-call, or part-time firefighter for the five (5) years immediately preceding the time that the municipality begins to use full-time firefighters to provide all or part of its fire protection service.

(d) If a person who turned 35 while serving as a member of the active or reserve components of any of the branches of the Armed Forces of the United States or the National Guard of any state, whose service was characterized as honorable or under honorable, if separated from the military, and is currently under the age of 40.

Proof of birth date will be required before appointment.

### Section 7. PREREQUISITE FOR APPLICATION ELIGIBILITY

To be eligible to apply, an applicant for the position of Firefighter/Paramedic must be certified as an EMT-B or must be a registered nurse who is less than two (2) years from obtaining a pre-hospital RN license.

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## CHAPTER VI - EXAMINATIONS FOR ORIGINAL APPOINTMENT - FIRE

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### Section 8. PREFERENCE POINTS

Applicants who successfully complete the physical ability test, written exam and oral interview may claim preference points as outlined below:

(a) Veteran preference. Applicants who were engaged in the military service of the United States for a period of at least one year of active duty and who were honorably discharged therefrom, or who are now or have been members on inactive or reserve duty in such military or naval service, shall be preferred for appointment to and employment with the Fire Department. Applicants claiming veteran preference will receive five (5) points to be added to their final grade.

(b) Educational preference. Applicants who have successfully obtained an associate's degree in the field of fire service or emergency medical services, or a bachelor's degree from an accredited college or university shall be preferred for appointment to and employment with the Fire Department. Applicants will receive points to be added to their final grade as outlined below:

|   |          |
|---|----------|
| Associate's degree in fire service<br>or emergency medical services | 1 point  |
| Bachelor's degree   | 2 points |

No candidate shall receive more than two (2) points for educational preference.

(c) Paramedic preference. Applicants who have obtained certification as an Emergency Medical Technician-Paramedic (EMT-P) shall be preferred for appointment to and employment with the Fire Department. Applicants claiming paramedic preference will receive 1 point to be added to their final grade.

(d) Experience preference. Applicants employed by the City of Moline, Illinois, who have been paid-on-call or part-time certified Firefighter II, State of Illinois or nationally licensed EMT-B or EMT-I, or any combination of those capacities shall be awarded 0.5 points for each year of successful service in one or more of those capacities, up to a maximum of 1 point. Applicants employed by the City of Moline, Illinois, who have been certified Firefighter III and State of Illinois or nationally licensed paramedics shall be awarded 1 point per year up to a maximum of 2 points. Applicants from outside the City of Moline, Illinois, who were employed as full-time firefighters or firefighter-paramedics by a fire protection district or another municipality for at least 2 years shall be awarded 5 experience preference points.

Upon request by the commission, the governing body of the municipality or in the case of applicants from outside the municipality the governing body of any fire protection district or any other municipality shall certify to the commission, within 10 days after the request, the number of years of successful paid-on-call, part-time, or full-time service of any person. A candidate may not receive the full amount of

preference points under this subsection if the amount of points awarded would place the candidate before a veteran on the eligibility list. If more than one candidate receiving experience preference points is prevented from receiving all of their points due to not being allowed to pass a veteran, the candidates shall be placed on the list below the veteran in rank order based on the totals received if all points under this subsection were to be awarded. Any remaining ties on the list shall be determined by lot.

(e) Upon the furnishing of verifiable evidence and proof of qualifying preference credit, preference points will be added to each candidate's final grade after the physical ability test, written examination and oral interview. Candidates who are eligible for preference credit shall make a claim in writing to the Human Resources Office within 10 days after the posting of the initial eligibility list, or the claim shall be deemed waived.

\* \* \* \*

#### Section 14. PROBATIONARY APPOINTMENT

The Board shall appoint to a vacant firefighter/paramedic position the person with the highest ranking on the final eligibility register, provided, said candidate has met all requirements previously listed. If the Board has reason to conclude that the highest ranked person fails to meet the minimum standards for the position or if the Board believes an alternate candidate would better serve the needs of the department, then the Board has the right to pass over the highest ranked person and appoint either: (i) any person who has a ranking in the top 5% of the final eligibility register or (ii) any person who is among the top 5 highest ranked persons on the final eligibility register if the number of people who have a ranking in the top 5% of the final eligibility register is less than 5 people.

Original appointments to the Fire Department shall be for probationary period of not less than one year, except as otherwise provided in the applicable labor agreement. Firefighters must obtain certification by the State of Illinois as a Firefighter II; continue to maintain a valid certification by the State of Illinois as a paramedic or be a pre-hospital RN; and possess a Class A, B, or C Illinois driver's license, or equivalent, within the one year probationary period.

Any candidate may pass on an appointment once without losing his or her position on the final eligibility register. Any candidate who passes a second time may be removed from the final eligibility register by the Board provided that such action shall not prejudice a person's opportunities to participate in future examinations, including an examination held during the time a candidate is already on the final eligibility register.

Regular appointments shall be made by the Board after receiving the recommendation of the Chief. Such recommendation shall be forwarded to the Commission at least one month prior to the one year anniversary date of the original appointment. The Chief shall provide the probationary firefighter/paramedic notice of said recommendation within five (5) days after providing said recommendation to the Board. Said notice shall state whether the recommendation is to retain or

dismiss the probationary firefighter/paramedic and the reasons therefore. The Commission shall act on said recommendation prior to the end of the probationary firefighter/paramedic's probationary period.

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## **CHAPTER VII - PROMOTIONS - FIRE**

### **Section 1. GENERAL**

The Board provides for promotion in the Fire Department on the basis of those who exhibit the greatest potential qualities of leadership. Vacancies within the Fire Department for the ranks of Lieutenant and Captain shall be filled in accordance with Article XL of the Labor Agreement between the City of Moline, Illinois and The International Association of Firefighters, Local #581 (hereinafter "labor agreement"). Said article is incorporated herein and made a part hereof by this reference thereto. The rank of Battalion Chief shall be made from regularly promoted Lieutenants and promoted Captains. Employees currently in the positions of Training Officer and Fire Inspector (Fire Marshal) will be eligible to apply for the rank of Battalion Chief provided they have been regularly promoted to the rank of Lieutenant and promoted to the rank of Captain. The rank of Deputy Chief is open to Battalion Chiefs and Captains; however, if there are no qualified candidates, the position will be opened to the next lower rank.

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### **Section 4. ELIGIBILITY REGISTER**

- (a) The Board will approve an Eligibility Register based upon the final score obtained by candidates.
- (b) The Eligibility Register shall certify candidates in the order of excellence based upon their final scores.
- (c) A dated copy of the Eligibility Register shall be sent to each person appearing thereon, and posted. These copies shall include the date of expiration of the register (as specified in the labor agreement for the ranks of Lieutenant and Captain; two (2) years for the rank of Deputy Chief and Battalion Chief).
- (d) Promotional appointment from the register shall be as follows:

Ranks of Lieutenant and Captain: In accordance with the labor agreement.

Rank of Battalion Chief or Deputy Chief: Following a review of the past three (3) annual performance evaluations, the Chief shall make a recommendation to the Board from the top three (3) candidates on the Deputy Chief eligibility register.

- (e) The Board may elect to provide for a new examination for the rank of Battalion Chief or Deputy Chief before a Register has expired.

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**CHAPTER VIII - ORDER OF RANK, CLASSIFICATION  
AND OATH OF OFFICE**

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Section 3. OATH OF OFFICE

Before any probationary, permanent, and promotional appointment and special police appointment is made, the appointee shall take the following oath of office before the Mayor, or City Clerk, or any person authorized to administer oaths in the State of Illinois:

I, \_\_\_\_\_, having been duly appointed as a \_\_\_\_\_ for the City of Moline, Illinois, do solemnly swear that I will support the Constitutions of the United States and the State of Illinois and will strictly adhere to the laws of the State of Illinois and the City of Moline and that I will faithfully discharge the duties of \_\_\_\_\_ for the City of Moline, Illinois, according to the best of my ability.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

The City Clerk shall retain the original executed oath of office and shall provide a copy of same for the individual's personnel file.

\* \* \* \*

## CHAPTER IX - DISCIPLINARY PROCEEDINGS

### Section 1. JURISDICTION

The Board shall have review or appellate jurisdiction over all for cause discipline of a regularly commissioned officer in the fire and police departments when the disciplined officer requests in writing said review or appeal, except if otherwise provided in an applicable labor agreement.

The Board shall have review or appellate jurisdiction over the discharge of probationary officers in those cases identified in the Probationary Discharge sections of the chapters pertaining to Examinations for Original Appointment - Police and Examinations for Original Appointment - Fire to require a hearing, and the rules of this Chapter IX shall apply to said hearing.

\* \* \* \*

### Section 9. APPELLATE JURISDICTION PROCEDURES

A chief of a department or his designated authority may issue all discipline for an officer within the department for a period of five (5) days or less provided the chief or his designated authority provides to the officer in writing notice of the charges lodged against him as provided in Chapter IX and affords the officer a pre-disciplinary hearing at which the officer may make any statements or ask that any person be present to speak on his behalf.

An officer so disciplined may invoke the appellate jurisdiction of the Board by filing a notice of appeal with the Secretary of the Board and the chief within seventy-two (72) hours after receipt in writing of the notice of discipline. The chief shall then file the notice of charges and notice of discipline with the Secretary of the Board, and the Board shall hear the appeal de novo under the same rules as original jurisdiction cases except those contained in Section 2. There is no right to appeal a lack of discipline imposed against an officer by the chief or his designated authority.

The Board shall have the right to sustain, reverse, or modify the chief's decision; and the right of modification shall include the power to suspend for a period not to exceed thirty (30) days, or to discharge the officer.

\* \* \* \*

## CHAPTER X - LAYOFFS, RECALLS, AND OTHER NON-DISCIPLINARY DISCHARGES

### Section 1. LAYOFFS

The Board shall have the duty to lay off members of the fire and police departments and shall follow the procedures of Section 24-2305 of the Moline Code of Ordinances.

A layoff shall be necessary when the Mayor or his designated representative

informs the Board by filing in writing with the Secretary that the force of one of the departments has been reduced, when a position or positions are displaced because of a member of the force being returned to active duty from disability, or when a position is abolished either as a reorganization of the department or other reason. In case of displacement of position because a member of one of the departments is returned to active duty from disability, the Board is authorized to and may withhold layoff and, if necessary, exceed the authorized strength of the department or any rank within the department for a period not to exceed ninety (90) calendar days. If a vacancy fails to occur within said ninety (90) day period, the Board shall then follow the procedures for layoff in other cases.

Seniority in rank shall prevail for all layoffs, and the officers and members reduced in rank or removed from the service of their departments shall be considered furloughed from said rank or from said department without pay.

\* \* \* \*

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District (MetroLINK) to allow MetroLINK's installation and location of bus shelters on City right-of-way.

WHEREAS, MetroLINK and the City seek to provide Moline residents and visitors with convenient and safe access to public transportation; and

WHEREAS, in order to transport persons within the City and provide access to its public transportation, MetroLINK requires bus stops and shelters to be located on public right-of-way; and

WHEREAS, the City regulates and licenses the use of public right-of-way to ensure that it is being used safely and for the benefit of the public; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, found at 5 ILCS 220/1 *et seq.*, both authorize and allow the type of agreement contained herein; and

WHEREAS, approval of this Intergovernmental Agreement will permit MetroLINK to use the City right-of-way for the installation and location of bus shelters at approved locations, which locations may be amended by MetroLINK from time to time; and

WHEREAS, the term of the Agreement is through December 31, 2016, and shall annually automatically renew, subject to the City's receipt of an updated shelter location list and insurance certification from MetroLINK.

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

That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District (MetroLINK) to allow MetroLINK's installation and location of bus shelters on City right-of-way; 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

February 2, 2016

\_\_\_\_\_  
Date

Passed: February 2, 2016

Approved: February 9, 2016

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

City Clerk

Approved as to Form:

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

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the:

CITY OF MOLINE, ILLINOIS,  
an Illinois municipal corporation,  
("CITY"),

and

ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT,  
an Illinois municipal corporation,  
("METROLINK"),

and in consideration of the mutual promises and covenants set forth herein, the parties state and agree as follows:

WHEREAS, MetroLINK and the City seek to provide Moline residents and visitors with convenient and safe access to public transportation; and

WHEREAS, in order to transport persons within the City, MetroLINK requires bus stops and shelters to be located on public right-of-way so that persons may access public transportation; and

WHEREAS, the City regulates and licenses the use of public right of way to ensure that it is being used safely and for the benefit of the public; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, found at 5 ILCS 220/1 *et seq.*, both authorize and allow the type of agreement contained herein.

NOW, THEREFORE, pursuant to the appropriate constitutional and statutory provisions granting intergovernmental cooperation between units of local government, and in the exercise of the City's home rule power, the City and MetroLINK hereby agree as follows:

1. APPROVED USE: MetroLINK is permitted to use public right-of-way located within the City of Moline, Illinois, for the installation and location of bus shelters for its riders. A list of the approved locations is attached hereto as Exhibit A and may be amended by MetroLINK from time to time. MetroLINK agrees to provide the City with an updated list of these locations on an annual basis upon renewal of the Agreement. No possessory, possessory, leasehold, ownership or other property right or interest is conveyed or acquired by this Agreement and the parties specifically disclaim any such acquisition or conveyance.

2. INTEREST: MetroLINK acquires only the right to use public right-of-way for location of bus shelters.
3. ASSIGNMENT: This Agreement is not assignable. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by MetroLINK from this Agreement.
4. TERM: The term of this agreement shall be from January 1, 2016 through December 31, 2016. Succeeding years shall be from January 1 to December 31, and shall be automatically renewed, subject to MetroLINK's submission of an updated list of bus shelters and insurance certification. The City or MetroLINK may terminate this Agreement by giving the other party 90 days written notice.
5. CONDITIONS: MetroLINK shall indemnify and hold the City harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises as described in Exhibit A. MetroLINK shall procure a policy of insurance also naming the City as additional insured to protect the City from all damages to person or property on the premises resulting from accidents on the premises. Said policy or certificate of same shall be deposited with the City and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

MetroLINK shall be the primary insured. MetroLINK shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the City.

Upon termination of this Agreement, MetroLINK shall restore the premises to its condition prior to issuance of this Agreement, or property on the premises shall become the property of the City. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed as of the date set forth above.

CITY OF MOLINE, ILLINOIS,  
an Illinois municipal corporation

ROCK ISLAND COUNTY  
METROPOLITAN MASS TRANSIT DISTRICT,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Scott Raes, Mayor

By: Lawrence W. Lorensen  
Lawrence Lorensen, Board Chairman

Attest: \_\_\_\_\_  
Tracy A. Koranda, City Clerk

Attest: Robert Baecke  
Robert Baecke, Secretary/Treasurer

Approved as to Form:  
Maureen E. Riggs  
Maureen E. Riggs, City Attorney

Approved as to Form:  
Roger L. Strandlund  
Roger L. Strandlund, Attorney for MetroLINK

**MOLINE SHELTER LOCATIONS - UPDATED SEPTEMBER 2015**

**53<sup>rd</sup> Street & 23<sup>rd</sup> Ave, Moline  
K-Mart**

Built in 2007  
GPS coordinates: 41.48953, -90.46729  
South side of road facing north  
Shelter Address: MLSH53S23A  
Condition: Good  
Serves route 30  
Amenities: 1 Bench  
Pad: L12' X W10'  
Shelter: L4' X W8'  
Asset Tag: MLPS306  
Rider's Guide Name: K-Mart Moline



**53<sup>rd</sup> St & 19<sup>th</sup> Ave, Moline**

Built in 2002  
GPS coordinates: 41.49523, -90.46558  
East side of street facing west  
Shelter Address: MLSH53S19A  
Condition: Good  
ADA Compliant  
Serves Routes 57  
Amenities: 1bench  
Pad: L6'2" W 10'  
Shelter: L5' X W10'  
Asset Tag: PS270  
Rider's Guide Name: Two Rivers YMCA



**60<sup>th</sup> St & 34 Ave, Moline  
Homewood Manor**

Built prior to 2000  
GPS coordinates: 41.47762, -90.45727  
East side of street facing west  
Shelter Address: MLSH60S34A  
Condition: Good  
ADA Compliant  
Serves Routes 57, 60  
Amenities: 1 bench  
Asset Tag: PS188  
Rider's Guide Name: Homewood Manor



**Black Hawk College, Moline**

Concrete pad built in 1997 (damaged June 2015 bus fire) – New shelter installed in 2015  
Contractor: Irving Const. & RR Electric  
GPS coordinates: 41.47683, -90.44684  
West side of road facing east  
Shelter Address: MLSHBHC  
Condition: Good  
Serves Route 30, 60  
Amenities: 1 bench, garbage can, real-time sign  
Asset Tag: PS367 (shelter), PS721 (sign)  
Rider’s Guide Name: Black Hawk College BLDG. 1



**41<sup>st</sup> St & 26<sup>th</sup> Ave, Moline (HS Ball fields)**

Built in 1996  
GPS coordinates: 41.48723, -90.48019  
West side of road facing east  
Shelter Address: MLSH41S26A  
Condition: Good  
ADA Compliant  
Serves Route 57  
Amenities: 1 bench  
Pad: L6' X W10'6"  
Shelter: L'6 X W10'  
Asset Tag: MLPS150  
Rider’s Guide Name: None



**36<sup>th</sup> St & 23<sup>rd</sup> Ave, Moline**

Built in 2005  
GPS coordinates: 41.49059, -90.48315  
South side of street facing north  
Shelter Address: MLSH36S23A  
Condition: Good  
ADA Compliant  
Serves Route 30  
Amenities: 1 bench  
Asset Tag: PS298B  
Rider’s Guide Name: King Plaza



**37<sup>th</sup> St & 23<sup>rd</sup> Ave, Moline**

Built in 2005  
GPS coordinates: 41.49083, -90.48287  
North side of road facing south  
Shelter Address: MLSH37A23A  
Condition: Good  
ADA Compliant  
Serves route 30  
Amenities: 1 bench  
Asset Tag: PS350  
Rider's Guide Name: None



**34<sup>th</sup> St & 23<sup>rd</sup> Ave, Moline**

Built in 2005  
GPS coordinates:  
South side of street facing north  
Shelter Address: MLSH34S23A  
Condition: Good  
ADA Compliant  
Serves route 30  
Amenities: 1 bench  
Shelter: L8' 7" X W4'2"  
Asset Tag: MLPS299  
Rider's Guide Name: Moline High School



**41<sup>st</sup> St & 32<sup>nd</sup> Ave, Moline**

Built in 1998  
GPS coordinates: 41.48150, -90.47923  
North side of street facing south  
Shelter Address: MLSH41A32A  
Condition: Good  
ADA Compliant  
Serves route 57  
Amenities: 1 bench  
Asset Tag: MLPS186  
Rider's Guide Name: Moline Public Library



**41 St & 23<sup>rd</sup> Ave, Moline**

Built in late 2006  
GPS coordinates: 41.49062, -90.47995  
West side of street facing east  
Shelter Address: MLSH41S23A  
Condition: Good  
ADA Compliant  
Serves Route 57  
Amenities: 1bench  
Asset Tag: PS304  
Rider's Guide Name: None



**41<sup>st</sup> St & 12<sup>th</sup> Ave, Moline  
SpringBrook**

Built in late 2007  
GPS coordinates: 41.50043, -90.47881  
North side of road facing south  
Shelter Address: MLSH41S12A  
Condition: Good  
ADA Compliant  
Serves Route 57  
Amenities: 1 bench  
Asset Tag: MLPS324  
Rider's Guide Name: SpringBrook



**34<sup>th</sup> St & 4<sup>th</sup> Ave, Moline**

Built in 2004  
GPS coordinates: 41.51132, -90.49192  
South side of road facing north  
Shelter Address: MLSH34A4A  
Condition: Poor  
ADA Compliant  
Serves Route 10  
Amenities: 1 bench, Istop  
Pad: L15'4" X W10'4"  
Shelter: L9'3" X W6'1"  
Asset Tag: PS290  
Rider's Guide Name: Riverside Park West



### **33<sup>rd</sup> St & 5<sup>th</sup> Ave, Moline**

Built in 2004

GPS coordinates: 41.51038, -90.49246

South side of the road facing north

Shelter Address: MLSH33S5A

Condition: Good

ADA Compliant

Serves Route 10

Amenities: 1 bench

Pad: L13'9" X W10'4"

Shelter: L9'3" X W6'1"

Asset Tag: PS291

Rider's Guide Name: Riverside Park East



### **2<sup>nd</sup> St & 5<sup>th</sup> Ave, Moline**

Built in 2003

GPS coordinates: 41.50470, -90.53473

South side of road facing south

Shelter Address: MLSH2S5A

Condition: Good

ADA Compliant

Serves route 10

Amenities: 1 bench

Asset Tag: PS285

Rider's Guide Name: None



### **4<sup>th</sup> Street & 5<sup>th</sup> Avenue, Moline**

Built in 2003

GPS coordinates: 41.50471, -90.53194

South side of road facing south

Shelter Address: MLSH4S5A

Condition: Excellent

ADA Compliant

Serves Route 10

Amenities: 1 bench

Asset Tag: PS284

Rider's Guide Name: None



### **16<sup>th</sup> St & 21<sup>st</sup> Ave, Moline**

Built in 12/07

GPS coordinates: 41.49100, -90.51350

East side of street facing west

Shelter Address: MLSH16S21A

Condition: Excellent

ADA Compliant

Serves Route 20

Amenities: 1 bench

Pad: L8' X W18' 5"

Shelter: L6' X 10'

Asset Tag: MLPS323

Rider's Guide Name: Browning Park



### **16<sup>th</sup> St Music Guild, Moline (Park 33<sup>rd</sup> St & 33<sup>rd</sup> Ave)**

Built in 2005

GPS coordinates: 41.47907, -90.50992

West side of road facing east

Shelter Address: MLSH16SMG

Condition: Both are Excellent

Both ADA Compliant

Serves route 20

Amenities: Both have 1 bench 7 1 light

Asset Tag: MLPS301, MLPS302

Rider's Guide Name:



### **16<sup>th</sup> St & 8<sup>th</sup> Ave, Moline Hillside heights**

Built in 2003

GPS coordinates: 41.50389, -90.51318

South side of road facing north

Shelter Address: MLSH16S8A

Condition: Good

ADA Compliant

Serves Route 20

Amenities: 1 bench

Pad: L11'4" X W10'5"

Shelter: l6'2" X W9'2"

Asset Tag: PS287

Rider's Guide Name: Hillside Heights

### **39<sup>th</sup> St & 42<sup>nd</sup> Ave, Moline**

#### **Walmart-Moline**



Built in 1999  
GPS coordinates: 41.46915, -90.48065  
South side of road facing north  
Shelter Address: MLSH39S42A  
Condition: Fair  
ADA Compliant  
Serves routes 57,60,90  
Amenities: 1 bench, trashcan  
Pad: L14' X W16'  
Shelter: L8' X 12'  
Asset Tag: PS260  
Rider's Guide Name: None

**602 Valley View Drive, Moline  
Sedona**

Built in 2004  
GPS coordinates: 41.47271, -90.52900  
South side of road facing north  
Shelter Address: MLSH602VVD  
Condition: Good  
ADA Compliant  
Serves Routes 57  
Amenities: 1 bench  
Pad: L6' X W10'  
Shelter: L7' X W13'  
Asset Tag: PS288  
Rider's Guide Name: Sedona



**7<sup>th</sup> St & John Deere Road, Moline**

Built in 1999  
GPS coordinates: 41.46911, -90.53126  
South side of road facing north  
Shelter Address: MLSH7SJDR  
Condition: Fair  
ADA Compliant  
Serves routes 60, 70  
Amenities: 1 bench  
Pad: L22' X W21'9"  
Shelter: L15'11" X W11'8"  
Asset Tag: PS250  
Rider's Guide Name: Trinity Medical  
Center,  
Moline



**7<sup>th</sup> St & John Deere Road, Moline  
Robert Young Center**

Built in 2007  
GPS coordinates: 41.46840, -90.53259  
Shelter Address: MLSH7SJDR  
Condition: Good  
ADA Compliant  
Serves Routes 53, 60, 70  
Amenities: 1 Bench, 1 light  
Pad: L8' X W13'  
Shelter: L6' X W10'  
Asset Tag: PS308  
Rider's Guide Name: None



**1<sup>st</sup> St A & 21st Ave Moline  
City Line Plaza**

Built in 2001  
GPS coordinates: 41.49139, -90.53617  
East side of road facing west  
Shelter Address: MLSH15ACLP  
Condition: Fair  
ADA Compliant  
Serves Route 30, 70  
Amenities: 1 bench, 1 garbage can  
Pad: L15' X W12'7"  
Shelter: L11'9" X W7'8"  
Asset Tag: PS280  
Rider's Guide Name: City Line Plaza



**5th Ave & 15th St(North), Moline**

Built in 2011  
GPS coordinates: 41.50578, -90.51734  
North side of road, facing south  
Condition: Excellent  
ADA Compliant  
Serves Route: 30  
Amenities: 1-bench  
Pad: 11' x 13' in Sidewalk  
Shelter: Geograph 6'x10'  
Asset Tag: PS342N  
Rider's Guide Name: None



### **5th Ave & 15th St(North), Moline**

Built in 2011  
GPS coordinates: 41.50578, -90.51734  
South side of road, facing north  
Condition: Excellent  
ADA Compliant  
Serves Route: 30  
Amenities: 1-bench:  
Pad: 6' x 10' in sidewalk  
Shelter: Geograph  
Asset Tag: PS343S  
Rider's Guide Name: None



### **Centre Station, Moline**

Built in 1998  
South side of road  
Shelter Address: MLSHCS  
Condition: Excellent  
ADA Compliant  
Serves Routes 10, 20, 30, 57, 80  
Rider's Guide Name : Centre Station



### **Quad City International Airport**

Built in 2011  
GPS coordinates: 41.45395, -90.50560  
North side of Airport  
Condition: Excellent  
ADA compliant  
Vendors: McClure/Valley Constr.  
Serves Route: 20  
Amenities: 3 benches, 2 boards, 1  
electronic route displayer  
Asset Tag: PS344  
Rider's Guide Name:



**Black Hawk College – North Side**

Built in 2011  
GPS coordinates: 41.47808, -90.44775  
Location: 34<sup>th</sup> Ave (between 60&70<sup>th</sup> St)  
Condition: Excellent  
ADA compliant  
Vendors: Brasco/Irvine Construction  
Serves Route: 30, 90  
Amenities: 1 bench  
Asset Tag: PS346  
Rider’s Guide Name:



**Menards, South**

6400 44<sup>th</sup> Avenue, Moline  
GPS Coordinates: 41.47077, -90.45311  
Built in 2012  
Mfr:Tolar, Concrete:Langman, Install:Irvine  
Condition: Excellent  
ADA compliant  
Amenities: 1 bench  
Asset Tag: PS347



**Menard’s, North**

6400 44<sup>th</sup> Avenue, Moline  
GPS Coordinates: 41.47077, -90.45311  
Built in 2012  
Mfr:Tolar, Concrete:Langman, Install:Irvine  
Condition: Excellent  
ADA compliant  
Serves Route: 30  
Amenities: 1 bench  
Pad:  
Shelter:  
Asset Tag: PS348



**LeClaire Apartments, Facing North**

5<sup>th</sup> Avenue & 19<sup>th</sup> Street, Moline  
GPS Coordinates: 41.50798, -90.51133  
Built in 2012  
City of Moline installed, also Irvine Constr.  
Condition: Excellent  
ADA compliant  
Serves Route: 30  
Amenities: 1 bench  
Pad:  
Shelter:  
Asset Tag: PS356



**LeClaire Apartments, Facing South**

5<sup>th</sup> Avenue & 19<sup>th</sup> Street, Moline  
GPS Coordinates: 41.50798, -90.51133  
Built in 2012  
City of Moline installed, also Irvine Constr.  
Condition: Excellent  
Serves Route: 20  
ADA compliant  
Pad:  
Shelter:  
Asset Tag: PS355



**Sam's Club, Facing North**

Address:6600 44th Ave, Moline  
GPS Coordinates  
Built in 2014  
Mfr:Tolar, Concrete:Langman, Install:Irvine  
Condition: Excellent  
ADA compliant  
Serves Route 60  
Amenities: 1 bench  
Pad:  
Shelter:  
Asset Tag: PS351



**Sam's Club, Facing South**

Address:6600 44th Ave, Moline

GPS Coordinates

Built in 2014

Mfr: Tolar, Concrete: Langman, Install:

Irvine

Condition: Excellent

ADA compliant

Serves Route 60

Amenities: 1 bench

Pad:

Shelter:

Asset Tag: PS352



**5<sup>th</sup> Avenue & 12<sup>th</sup> Street, Moline**

Built in 2014

GPS coordinates: 41.504727,-90.520262

East side of road, facing West

Condition: Excellent

ADA Compliant

Serves Route:10

Amenities: 1-bench:

Pad:

Shelter:

Asset Tag: PS 357



**5<sup>th</sup> Avenue & 13<sup>th</sup> Street, Moline**

Built in 2014

GPS coordinates: 41.505216,-90.518905

East side of road, facing West

Condition: Excellent

ADA Compliant

Serves Route: 20, 30

Amenities: 1-bench:

Pad:

Shelter:

Asset Tag: PS 358



**5<sup>th</sup> Avenue & 13<sup>th</sup> Street, Moline**

Built in 2014  
GPS coordinates: 41.505217,-90.518936  
West side of road, facing East  
Condition: Excellent  
ADA Compliant  
Serves Route: 20, 30  
Amenities: 1-bench:  
Pad:  
Shelter:  
Asset Tag: PS 359



**UnityPoint Clinic, 5501 44th Ave, Moline**

Built in 2015  
Contractor: Irvine Const. & RR Electric  
GPS coordinates: 41.470019, -90.461899  
North side of 44th Ave, facing south  
Condition: Excellent  
ADA Compliant  
Serves Route: 90  
Amenities: 1-bench, rooftop solar panel  
Asset Tag: PS361



**POTENTIAL MOLINE SHELTER LOCATIONS – UPDATED SEPTEMBER 2015**

**Genesis HealthPlex (East), 3900 28th Ave**

East side of 41st St, facing west  
Immediately south of 28th Ave  
Amenities: bench, real-time sign, security lighting  
Status: concrete pad installed, pending permit requirements for shelter/sign install

**Genesis HealthPlex (West) , 3900 28th Ave**

West side of 41st St, facing west  
Immediately south of 28th Ave  
Amenities: bench, real-time sign, security lighting  
Status: concrete pad installed, pending permit requirements for shelter/sign install

**Avenue of Cities Hy-Vee/Aldi**

North side of Ave of Cities, facing south  
Immediately east or west of Hy-Vee entrance

Amenities: bench, real-time sign (if power is available), security lighting

Status: currently determining placement location based on property owners of Aldi and/or Video Games Etc.

**WIU QC**

North side of University Dr facing south

Adjacent to bus cut-out constructed with Phase II

Amenities, bench, real-time sign (if power is available), security lighting

Status: pending Metro coordinating with WIU-QC staff

Council Bill/Resolution No. 1010-2016

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

A RESOLUTION

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

\_\_\_\_\_

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

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

WHEREAS, the agreement certifies receipts and expenditures during fiscal year 2015 and renews participation in the program for the period January 1, 2016 through December 31, 2016.

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

That the Mayor and Police Chief are hereby authorized to execute an Equitable Sharing Agreement and Certification between the Federal Government and the City of Moline Police Department, setting forth the requirements for participation in the Equitable Sharing Program and certifying all receipts and expenditures of federal forfeiture funds, property and interest during the last fiscal year; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor  
February 2, 2016  
Date

Passed: February 2, 2016

Approved: February 9, 2016

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

Approved as to Form:

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



# Equitable Sharing Agreement and Certification



OMB Number 1123-0011  
Expires January 31, 2018

- Police Department  
  Sheriff's Office  
  Task Force (Complete Table A)  
 Prosecutor's Office  
  National Guard Counterdrug Unit  
  Other

\* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. \*

Agency Name: Moline Police Department

NCIC/ORI/Tracking Number: 

|   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|
| I | L | 0 | 8 | 1 | 0 | 6 | 0 | 0 |
|---|---|---|---|---|---|---|---|---|

Mailing Address: 1640 - 6th Avenue

City: Moline

State: IL

Zip: 61265

Finance Contact: First: Jody

Last: Walker

Phone: (309) 524-2230

Email: jwalker@moline.il.us

Preparer: First: Jody

Last: Walker

Same as Finance Contact

Phone: (309) 524-2230

Email: jwalker@moline.il.us

Last FY End Date: 12/31/2015

Agency Current FY Budget: \_\_\_\_\_

\$14,808,195.00

- New Participant:** Read Equitable Sharing Agreement and sign Affidavit  
 **Existing Participant:** Complete Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit  
 **Amended Form:** Revise Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit

## Annual Certification Report

| Summary of Equitable Sharing Activity |   | Justice Funds <sup>1</sup> | Treasury Funds <sup>2</sup> |
|---------------------------------------|---|----------------------------|-----------------------------|
| 1                                     | Beginning Equitable Sharing Funds Balance<br>(Must match Ending Balance from prior FY)                          | \$52,940.05                | \$0.00                      |
| 2                                     | Equitable Sharing Funds Received  | \$15,863.11                |                             |
| 3                                     | Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (Complete Table B)         |                            |                             |
| 4                                     | Other Income  |                            |                             |
| 5                                     | Interest Income <input type="radio"/> Non-Interest Bearing<br><input checked="" type="radio"/> Interest Bearing | \$5.53                     |                             |
| 6                                     | Total Equitable Sharing Funds (total of lines 1 - 5)  | \$68,808.69                | \$0.00                      |
| 7                                     | Equitable Sharing Funds Spent (total of lines a - n below)  | \$8,524.15                 |                             |
| 8                                     | Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)                                   | \$60,284.54                | \$0.00                      |

<sup>1</sup> Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

<sup>2</sup> Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP, AND USSS.

| Summary of Shared Funds Spent |  | Justice Funds | Treasury Funds |
|-------------------------------|--|---------------|----------------|
| a                             | Law enforcement operations and investigations                                | \$900.00      |                |
| b                             | Training and education   | \$2,752.15    |                |
| c                             | Law enforcement, public safety, and detention facilities                     |               |                |
| d                             | Law enforcement equipment  | \$4,872.00    |                |
| e                             | Joint law enforcement/public safety operations                               |               |                |
| f                             | Contracting for services   |               |                |
| g                             | Law enforcement travel and per diem  |               |                |
| h                             | Law enforcement awards and memorials   |               |                |
| i                             | Drug, gang, and other education or awareness programs                        |               |                |
| j                             | Matching grants (Complete Table C)   |               |                |
| k                             | Transfers to other participating law enforcement agencies (Complete Table D) |               |                |
| l                             | Support of community-based programs (Complete Table E)                       |               |                |
| m                             | Non-categorized expenditures (Complete Table F)                              |               |                |
| n                             | Salaries (Complete Table G)  |               |                |
|                               |  | <b>Total:</b> | \$8,524.15     |

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

| Agency Name | NCIC/ORI/Tracking Number |
|-------------|--------------------------|
|             |                          |

**Table B: Equitable Sharing Funds Received from other Agencies**

| Transferring Agency Name, City, and State      | Justice Funds | Treasury Funds |
|--|---------------|----------------|
| Agency Name: <input type="text"/>              |               |                |
| NCIC/ORI/Tracking Number: <input type="text"/> |               |                |

**Table C: Matching Grants**

| Matching Grant Name  | Justice Funds | Treasury Funds |
|----------------------|---------------|----------------|
| <input type="text"/> |               |                |

**Table D: Transfers to Other Participating Law Enforcement Agencies**

| Receiving Agency Name, City, and State         | Justice Funds | Treasury Funds |
|--|---------------|----------------|
| Agency Name: <input type="text"/>              |               |                |
| NCIC/ORI/Tracking Number: <input type="text"/> |               |                |

**Table E: Support of Community-based Programs**

| Recipient            | Justice Funds | Treasury Funds |
|----------------------|---------------|----------------|
| <input type="text"/> |               |                |

**Table F: Expenditures not Categorized in (a) - (n) Above**

| Description          | Justice Funds | Treasury Funds |
|----------------------|---------------|----------------|
| <input type="text"/> |               |                |

**Table G: Salaries**

| Salary Type  | Justice Funds | Treasury Funds |
|--|---------------|----------------|
| <input type="radio"/> Overtime <input type="radio"/> Match for Federal Salary Grant<br><input type="radio"/> DARE/SRO Officer <input type="radio"/> Federal Task Force Replacement Officer |               |                |

**Table H: Civil Rights Cases**

| Name of Case   | Type of Discrimination Alleged                 |                                |  |                                 |
|--|--|--------------------------------|--|---------------------------------|
| Michael E. DeBacker v. City of Moline and Jay Titus, individually.<br>Case #: Civil action 4:13-CV-04062-SLD-JAG | <input type="checkbox"/> Race                  | <input type="checkbox"/> Color | <input type="checkbox"/> National Origin | <input type="checkbox"/> Gender |
|  | <input checked="" type="checkbox"/> Disability | <input type="checkbox"/> Age   | <input type="checkbox"/> Other           | <input type="text"/>            |

Paperwork Reduction Act Notice

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

# Equitable Sharing Agreement

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

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

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

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

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

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

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

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

**7. Freedom of Information Act.** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.



# **City of Moline**

December 2015  
Financial Report

CITY OF MOLINE  
SUMMARY OF REVENUE AND EXPENDITURES  
AS OF 12/31/2015

|                               | BUDGET       | YTD<br>ACTUAL | VARIANCE      |
|-------------------------------|--------------|---------------|---------------|
| <b>GENERAL FUND</b>           |              |               |               |
| Revenues                      | \$41,748,635 | \$43,044,032  | (\$1,295,397) |
| Expenditures                  | \$41,748,635 | \$40,411,519  | \$1,337,116   |
| Difference                    | \$0          | \$2,632,513   |               |
| <b>GENERAL TRUST FUND</b>     |              |               |               |
| Revenues                      | \$655,000    | \$639,652     | \$15,348      |
| Expenditures                  | \$655,000    | \$393,361     | \$261,639     |
| Difference                    | \$0          | \$246,291     |               |
| <b>SFOOR GRANT</b>            |              |               |               |
| Revenues                      | \$125,285    | \$101,159     | \$24,126      |
| Expenditures                  | \$125,285    | \$69,531      | \$55,754      |
| Difference                    | \$0          | \$31,628      |               |
| <b>TOURISM FUND</b>           |              |               |               |
| Revenues                      | \$52,950     | \$816         | \$52,134      |
| Expenditures                  | \$52,950     | \$0           | \$52,950      |
| Difference                    | \$0          | \$816         |               |
| <b>LEAD GRANT</b>             |              |               |               |
| Revenues                      | \$868,845    | \$656,970     | \$211,875     |
| Expenditures                  | \$868,845    | \$690,576     | \$178,269     |
| Difference                    | \$0          | (\$33,606)    |               |
| <b>HOMEBUYER TRUST GRANT</b>  |              |               |               |
| Revenues                      | \$113,735    | \$84,763      | \$28,972      |
| Expenditures                  | \$113,735    | \$148,853     | (\$35,118)    |
| Difference                    | \$0          | (\$64,089)    |               |
| <b>EMERGENCY REPAIR GRANT</b> |              |               |               |
| Revenues                      | \$98,300     | \$39,677      | \$58,623      |
| Expenditures                  | \$98,300     | \$61,011      | \$37,289      |
| Difference                    | \$0          | (\$21,334)    |               |
| <b>ABANDONED PROP PROGRAM</b> |              |               |               |
| Revenues                      | \$58,910     | \$37,228      | \$21,682      |
| Expenditures                  | \$58,910     | \$36,014      | \$22,896      |
| Difference                    | \$0          | \$1,214       |               |
| <b>NSP2 GRANT</b>             |              |               |               |
| Revenues                      | \$327,080    | \$506,586     | (\$179,506)   |
| Expenditures                  | \$327,080    | \$306,139     | \$20,942      |
| Difference                    | \$0          | \$200,447     |               |
| <b>AG GRANT</b>               |              |               |               |
| Revenues                      | \$250,000    | \$0           | \$250,000     |
| Expenditures                  | \$250,000    | \$63,759      | \$186,241     |
| Difference                    | \$0          | (\$63,759)    |               |

|                                     | BUDGET      | YTD<br>ACTUAL | VARIANCE    |
|-------------------------------------|-------------|---------------|-------------|
| <b>BLIGHT REDUCTION PROGRAM</b>     |             |               |             |
| Revenues                            | \$350,000   | \$0           | \$350,000   |
| Expenditures                        | \$350,000   | \$6,160       | \$343,840   |
| Difference                          | \$0         | (\$6,160)     |             |
| <b>LIBRARY FUND</b>                 |             |               |             |
| Revenues                            | \$3,193,155 | \$3,124,269   | \$68,886    |
| Expenditures                        | \$3,193,155 | \$3,036,158   | \$156,997   |
| Difference                          | \$0         | \$88,112      |             |
| <b>PARK FUND</b>                    |             |               |             |
| Revenues                            | \$3,812,465 | \$3,752,992   | \$59,473    |
| Expenditures                        | \$3,812,465 | \$3,548,361   | \$264,104   |
| Difference                          | \$0         | \$204,631     |             |
| <b>MOTOR FUEL TAX FUND</b>          |             |               |             |
| Revenues                            | \$2,526,790 | \$1,060,555   | \$1,466,235 |
| Expenditures                        | \$2,526,790 | \$699,552     | \$1,827,238 |
| Difference                          | \$0         | \$361,003     |             |
| <b>COMMUNITY DEVELOPMENT</b>        |             |               |             |
| Revenues                            | \$1,474,785 | \$766,999     | \$707,786   |
| Expenditures                        | \$1,474,785 | \$950,741     | \$524,044   |
| Difference                          | \$0         | (\$183,743)   |             |
| <b>REVOLVING LOAN FUND</b>          |             |               |             |
| Revenues                            | \$243,000   | \$14,023      | \$228,977   |
| Expenditures                        | \$243,000   | \$31,241      | \$211,759   |
| Difference                          | \$0         | (\$17,218)    |             |
| <b>TAX INCREMENTAL FINANCING #1</b> |             |               |             |
| Revenues                            | \$3,243,025 | \$2,890,910   | \$352,115   |
| Expenditures                        | \$3,243,025 | \$2,983,028   | \$259,997   |
| Difference                          | \$0         | (\$92,117)    |             |
| <b>TAX INCREMENTAL FINANCING #2</b> |             |               |             |
| Revenues                            | \$239,975   | \$229,222     | \$10,753    |
| Expenditures                        | \$239,975   | \$239,955     | \$20        |
| Difference                          | \$0         | (\$10,733)    |             |
| <b>TAX INCREMENTAL FINANCING #3</b> |             |               |             |
| Revenues                            | \$52,785    | \$52,072      | \$713       |
| Expenditures                        | \$52,785    | \$46,925      | \$5,860     |
| Difference                          | \$0         | \$5,147       |             |
| <b>TAX INCREMENTAL FINANCING #4</b> |             |               |             |
| Revenues                            | \$199,205   | \$188,315     | \$10,890    |
| Expenditures                        | \$199,205   | \$0           | \$199,205   |
| Difference                          | \$0         | \$188,315     |             |
| <b>TIF #5 KONE CENTRE</b>           |             |               |             |
| Revenues                            | \$485,565   | \$967,795     | (\$482,230) |
| Expenditures                        | \$485,565   | \$534,322     | (\$48,757)  |
| Difference                          | \$0         | \$433,473     |             |

|                                  | BUDGET      | YTD<br>ACTUAL | VARIANCE    |
|----------------------------------|-------------|---------------|-------------|
| <b>TIF #6 MOLINE PL PHASE II</b> |             |               |             |
| Revenues                         | \$918,995   | \$0           | \$918,995   |
| Expenditures                     | \$918,995   | \$276,744     | \$642,251   |
| Difference                       | \$0         | (\$276,744)   |             |
| <b>TIF #7 BUSINESS PARK</b>      |             |               |             |
| Revenues                         | \$4,139,475 | \$9,021       | \$4,130,454 |
| Expenditures                     | \$4,139,475 | \$1,105,452   | \$3,034,023 |
| Difference                       | \$0         | (\$1,096,432) |             |
| <b>TIF #9 Route 150</b>          |             |               |             |
| Revenues                         | \$1,205     | \$7,896       | (\$6,691)   |
| Expenditures                     | \$1,205     | \$0           | \$1,205     |
| Difference                       | \$0         | \$7,896       |             |
| <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   | \$138,618     | \$111,307   |
| Expenditures                     | \$249,925   | \$143,950     | \$105,975   |
| Difference                       | \$0         | (\$5,332)     |             |
| <b>SPECIAL SERVICE AREA #5</b>   |             |               |             |
| Revenues                         | \$177,230   | \$244,959     | (\$67,729)  |
| Expenditures                     | \$177,230   | \$138,324     | \$38,906    |
| Difference                       | \$0         | \$106,634     |             |
| <b>SPECIAL SERVICE AREA #6</b>   |             |               |             |
| Revenues                         | \$266,145   | \$256,473     | \$9,672     |
| Expenditures                     | \$266,145   | \$159,432     | \$106,713   |
| Difference                       | \$0         | \$97,042      |             |
| <b>TIF #11 MULTI MODAL</b>       |             |               |             |
| Revenues                         | \$344,800   | \$500         | \$344,300   |
| Expenditures                     | \$344,800   | \$320,299     | \$24,501    |
| Difference                       | \$0         | (\$319,799)   |             |
| <b>TIF #12 RIVERBEND COMMONS</b> |             |               |             |
| Revenues                         | \$137,740   | \$143,447     | (\$5,707)   |
| Expenditures                     | \$137,740   | \$137,736     | \$4         |
| Difference                       | \$0         | \$5,711       |             |
| <b>TIF #13 MOLINE CENTRE</b>     |             |               |             |
| Revenues                         | \$0         | \$0           | \$0         |
| Expenditures                     | \$0         | \$305,553     | (\$305,553) |
| Difference                       | \$0         | (\$305,553)   |             |
| <b>WATER FUND</b>                |             |               |             |
| Revenues                         | \$9,832,725 | \$9,206,923   | \$625,802   |
| Expenditures                     | \$9,832,725 | \$9,094,348   | \$738,377   |
| Difference                       | \$0         | \$112,575     |             |

|                             | BUDGET       | YTD<br>ACTUAL | VARIANCE    |
|-----------------------------|--------------|---------------|-------------|
| <b>WPC FUND</b>             |              |               |             |
| Revenues                    | \$25,677,500 | \$20,832,132  | \$4,845,368 |
| Expenditures                | \$25,677,500 | \$17,219,674  | \$8,457,826 |
| Difference                  | \$0          | \$3,612,457   |             |
| <b>STORMWATER UTILITY</b>   |              |               |             |
| Revenues                    | \$1,132,945  | \$1,017,521   | \$115,424   |
| Expenditures                | \$1,132,945  | \$1,161,079   | (\$28,134)  |
| Difference                  | \$0          | (\$143,558)   |             |
| <b>FIRE PENSION</b>         |              |               |             |
| Revenues                    | \$6,336,850  | \$4,376,560   | \$1,960,290 |
| Expenditures                | \$6,336,850  | \$5,129,332   | \$1,207,518 |
| Difference                  | \$0          | (\$752,772)   |             |
| <b>REHER ART GALLERY</b>    |              |               |             |
| Revenues                    | \$48,765     | \$13,768      | \$34,997    |
| Expenditures                | \$48,765     | \$3,254       | \$45,511    |
| Difference                  | \$0          | \$10,514      |             |
| <b>PERPETUAL CARE FUND</b>  |              |               |             |
| Revenues                    | \$14,025     | \$17,901      | (\$3,876)   |
| Expenditures                | \$14,025     | \$0           | \$14,025    |
| Difference                  | \$0          | \$17,901      |             |
| <b>PARK/CEMETERY GIFTS</b>  |              |               |             |
| Revenues                    | \$32,000     | \$46,561      | (\$14,561)  |
| Expenditures                | \$32,000     | \$37,975      | (\$5,975)   |
| Difference                  | \$0          | \$8,586       |             |
| <b>FOREIGN FIRE INS TAX</b> |              |               |             |
| Revenues                    | \$35,300     | \$59,541      | (\$24,241)  |
| Expenditures                | \$35,300     | \$60,541      | (\$25,241)  |
| Difference                  | \$0          | (\$1,000)     |             |
| <b>POLICE PENSION</b>       |              |               |             |
| Revenues                    | \$7,069,695  | \$4,431,856   | \$2,637,839 |
| Expenditures                | \$7,069,695  | \$4,018,008   | \$3,051,687 |
| Difference                  | \$0          | \$413,848     |             |
| <b>LIBRARY TRUST</b>        |              |               |             |
| Revenues                    | \$237,260    | \$48,895      | \$188,365   |
| Expenditures                | \$237,260    | \$117,266     | \$119,994   |
| Difference                  | \$0          | (\$68,371)    |             |
| <b>HEALTH BENEFIT FUND</b>  |              |               |             |
| Revenues                    | \$7,875,835  | \$6,390,735   | \$1,485,100 |
| Expenditures                | \$7,875,835  | \$6,962,669   | \$913,166   |
| Difference                  | \$0          | (\$571,933)   |             |
| <b>OPEB RETIREMENT FUND</b> |              |               |             |
| Revenues                    | \$500,000    | \$507,054     | (\$7,054)   |
| Expenditures                | \$500,000    | \$0           | \$500,000   |
| Difference                  | \$0          | \$507,054     |             |

|                                 | BUDGET        | YTD<br>ACTUAL | VARIANCE     |
|---------------------------------|---------------|---------------|--------------|
| <b>INFORMATION TECHNOLOGY</b>   |               |               |              |
| Revenues                        | \$1,192,150   | \$936,703     | \$255,447    |
| Expenditures                    | \$1,192,150   | \$1,174,832   | \$17,318     |
| Difference                      | \$0           | (\$238,129)   |              |
| <b>PUBLIC SAFETY EQUIPMENT</b>  |               |               |              |
| Revenues                        | \$350,000     | \$148,419     | \$201,581    |
| Expenditures                    | \$350,000     | \$327,333     | \$22,667     |
| Difference                      | \$0           | (\$178,914)   |              |
| <b>LIABILITY FUND</b>           |               |               |              |
| Revenues                        | \$3,838,085   | \$3,374,397   | \$463,688    |
| Expenditures                    | \$3,838,085   | \$2,345,284   | \$1,492,801  |
| Difference                      | \$0           | \$1,029,113   |              |
| <b>FLEET SERVICES</b>           |               |               |              |
| Revenues                        | \$6,271,850   | \$4,506,204   | \$1,765,646  |
| Expenditures                    | \$6,271,850   | \$3,942,273   | \$2,329,577  |
| Difference                      | \$0           | \$563,931     |              |
| <b>SANITATION FUND</b>          |               |               |              |
| Revenues                        | \$2,462,145   | \$2,496,247   | (\$34,102)   |
| Expenditures                    | \$2,462,145   | \$2,375,669   | \$86,476     |
| Difference                      | \$0           | \$120,578     |              |
| <b>DEBT. SERVICE FUND</b>       |               |               |              |
| Revenues                        | \$3,088,450   | \$3,088,688   | (\$238)      |
| Expenditures                    | \$3,088,450   | \$3,088,688   | (\$238)      |
| Difference                      | \$0           | \$0           |              |
| <b>2007 ESCROW ACCOUNT</b>      |               |               |              |
| Revenues                        | \$144,000     | \$440,480     | (\$296,480)  |
| Expenditures                    | \$144,000     | \$440,464     | (\$296,464)  |
| Difference                      | \$0           | \$15          |              |
| <b>CAPITAL IMPROVEMENT FUND</b> |               |               |              |
| Revenues                        | \$7,819,050   | \$7,628,376   | \$190,674    |
| Expenditures                    | \$7,819,050   | \$7,733,992   | \$85,058     |
| Difference                      | \$0           | (\$105,616)   |              |
| <b>* TOTALS</b>                 |               |               |              |
| Revenues                        | \$150,313,635 | \$128,527,910 | \$21,785,725 |
| Expenditures                    | \$150,313,635 | \$122,077,376 | \$28,236,259 |
| Difference                      | \$0           | \$6,756,088   |              |

**City of Moline**  
**Major Revenue Projection**  
**Summary Sheet**  
**as of December 31, 2015**  
subject to changes for year end accruals

| 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          | \$14,222,153          | <b>\$14,684,000</b> | \$14,684,000        | <b>\$0</b>         | \$14,677,835        | 0.04%                       | \$14,684,000            | 0.00%                                |
| State Sales Tax       | \$10,399,019          | <b>\$10,550,000</b> | \$9,719,600         | <b>\$830,400</b>   | \$9,457,039         | 2.78%                       | \$10,550,000            | 0.00%                                |
| Water User Fees       | \$8,073,432           | <b>\$8,227,115</b>  | \$8,427,115         | <b>(\$200,000)</b> | \$7,735,554         | 8.94%                       | \$8,227,115             | 0.00%                                |
| Sewer User Fees       | \$7,543,439           | <b>\$7,517,190</b>  | \$7,817,190         | <b>(\$300,000)</b> | \$6,725,107         | 16.24%                      | \$7,517,190             | 0.00%                                |
| Home Rule Sales Tax   | \$8,322,413           | <b>\$8,371,000</b>  | \$7,923,700         | <b>\$447,300</b>   | \$8,106,203         | -2.25%                      | \$8,371,000             | 0.00%                                |
| Income Tax            | \$4,397,948           | <b>\$4,400,000</b>  | \$4,200,000         | <b>\$200,000</b>   | \$4,142,981         | 1.38%                       | \$4,400,000             | 0.00%                                |
| Replacement Tax       | \$2,623,602           | <b>\$2,753,535</b>  | \$2,525,535         | <b>\$228,000</b>   | \$2,389,920         | 5.67%                       | \$2,753,535             | 0.00%                                |
| Utility Taxes         | \$2,910,002           | <b>\$2,910,000</b>  | \$3,096,280         | <b>(\$186,280)</b> | \$3,014,491         | 2.71%                       | \$2,910,000             | 0.00%                                |
| Food/Liquor Tax       | \$2,218,557           | <b>\$2,230,000</b>  | \$2,075,675         | <b>\$154,325</b>   | \$2,016,801         | 0.00%                       | \$2,230,000             | 0.00%                                |
| Telecommunication Tax | \$1,365,432           | <b>\$1,365,000</b>  | \$1,395,625         | <b>(\$30,625)</b>  | \$1,636,428         | -14.72%                     | \$1,350,000             | 1.11%                                |
| <b>Total</b>          | <b>\$62,075,997</b>   | <b>\$63,007,840</b> | <b>\$61,864,720</b> | <b>\$1,143,120</b> | <b>\$59,902,359</b> | <b>3.28%</b>                | <b>\$62,992,840</b>     | <b>0.02%</b>                         |

NOTE: State of Illinois is two months behind in remitting Income Tax payments.