



MOLINE CITY COUNCIL AGENDA

Tuesday, June 5, 2012

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of May 22, 2012.

SECOND READING ORDINANCE

1. Council Bill/Special Ordinance 4019-2012

A Special Ordinance authorizing approval of private drive and address designations for both the former KONE, Inc. property and the new KONE Centre; and repealing Resolution No. 304-99 (Council Bill No. 99-288) in its entirety.

EXPLANATION: Pursuant to the development of the new KONE Centre at 101 17th Street, Moline, KONE and its developer request the following changes for the private drive and address designations of both the new development and the former KONE, Inc. (Montgomery KONE) property:

1. The former KONE, Inc. (Montgomery KONE): change the name of the private drive from “KONE Court” to “Blackwell Boulevard” and change the property address from 1 KONE Court to 1 Blackwell Boulevard; and
2. The new KONE Centre: name the new private drive “KONE Court” and change the property address from 101 17th Street to 1 KONE Court.

A plat of survey showing the new KONE Centre private drive to be named KONE Court is included as an attachment to the Council bill. The effective date of these changes will be July 1, 2012. Resolution No. 304-99 (Council Bill No. 99-288), which previously approved the address designation of 1 KONE Court, will be repealed, effective July 1, 2012.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: The Special Ordinance and plat will be recorded

RESOLUTION

2. Council Bill/Resolution 1183-2012

A Resolution authorizing the Mayor and City Clerk to execute a contract with Midwest Mudjacking Service, Inc. for Project #1156, 2012 Mudjacking Program, in the amount of \$15,000.00.

EXPLANATION: Bids were opened and read on April 24, 2012, with Midwest Mudjacking Service, Inc., submitting the lowest responsive and responsible bid.

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	50,000.00	15,000.00	510-9965-438.08-10
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm			330-1971-433.08-35
	\$50,000.00	\$15,000.00	

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1184-2012

A Resolution authorizing the Mayor and City Clerk to execute a contract with A.J. Excavating, Inc. for Project #1164, 15th Street Sluice Gate Installation, in the amount of \$123,460.00.

EXPLANATION: Bids were opened and read on May 8, 2012, with A.J. Excavating, Inc. submitting the lowest responsive and responsible bid.

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP			510-9957-438.08-10
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm	150,000.00	123,460.00	330-1971-433.08-35
	\$150,000.00	\$123,460.00	

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTION

4. Council Bill/Resolution 1185-2012

A resolution authorizing the Chief of Police to execute a Contractual Agreement between the City of Moline Police Department and the Illinois Department of Revenue setting forth the terms for acceptance of a grant award to the police department in the sum of \$7,040.00.

EXPLANATION: The Illinois Department of Revenue (Liquor Control Commission) has awarded the police department a grant in the sum of \$7,040.00 to conduct a retail education and enforcement program with Moline tobacco retailers. The program provides for three compliance checks to be conducted during the term of the agreement, July 1, 2012 through June 30, 2013.

FISCAL IMPACT: None; program fully funded through grant of \$7,040.00

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCE

5. Council Bill/General Ordinance 3015-2012

An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain tract of land totaling 0.899-acres located south of 7030 44th Avenue and east of 6602 John Deere Road into the City of Moline.

EXPLANATION: This ordinance approves annexation of Zimmerman Honda's offsite stormwater detention property.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by City

OMNIBUS VOTE		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Mayor Welvaert		

CB 1185		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Mayor Welvaert		

6. Council Bill/General Ordinance 3016-2012

An Ordinance amending the Zoning Ordinance of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103. (*Zemma, LLC; Richard C. Parsons and Janet K. Parsons; south of 7030 44th Avenue and east of 6602 John Deere Road*)

EXPLANATION: Following annexation, this ordinance will rezone the site from AG-2 to B-3 Planned Unit Development (PUD) and also approve the amended PUD plan for Zimmerman Honda's offsite stormwater detention property.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by City

7. Council Bill/Special Ordinance 4020-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with Ride the River scheduled for Sunday, June 17, 2012.

EXPLANATION: This is a yearly event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/Special Ordinance No. 4019-2012

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING approval of private drive and address designations for both the former KONE, Inc. property and the new KONE Centre; and

REPEALING Resolution No. 304-99 (Council Bill No. 99-288) in its entirety.

WHEREAS, pursuant to the development of the new KONE Centre at 101 17th Street, Moline, KONE and its developer request changes for the private drive and address designations of both the new development and the former KONE, Inc. (also f/k/a Montgomery KONE, Inc.) property; and

WHEREAS, for the former KONE, Inc. (also f/k/a Montgomery KONE, Inc.) property, the name of the private drive will be changed from “KONE Court” to “Blackwell Boulevard,” and the property address will be changed from 1 KONE Court to 1 Blackwell Boulevard; and

WHEREAS, for the new KONE Centre property, the private drive will be named “KONE Court,” and the property address will be changed from 101 17th Street to 1 KONE Court; and

WHEREAS, a plat of survey showing the new KONE Centre private drive to be named KONE Court is attached hereto and incorporated herein as Exhibit “A;” and

WHEREAS, as designated on the plat, the private drive shall be located in the parcel with the following legal description:

Lot 1 of Bass Street Landing 2nd Addition in the City of Moline, Rock Island County, Illinois;

and

WHEREAS, the effective date of these changes shall be July 1, 2012; and

WHEREAS, Resolution No. 304-99 (Council Bill No. 99-288), which previously approved the address designation of 1 KONE Court, shall be repealed, effective July 1, 2012.

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

Section 1 – That the former KONE, Inc. (also f/k/a Montgomery KONE, Inc.) private drive name shall be changed from KONE Court to Blackwell Boulevard and the KONE, Inc. property address shall be changed from 1 KONE Court to 1 Blackwell Boulevard.

Section 2 – That the new KONE Centre private drive shall be named KONE Court as shown on the plat of survey and the KONE Centre property address shall be changed from 101 17th Street to 1 KONE Court; provided, however, that said survey 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 3 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities only as described in the hereinabove, and this ordinance shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

Section 4 – That Resolution No. 304-99 (Council Bill No. 99-288) is hereby repealed, effective July 1, 2012.

Section 5 – That this ordinance shall be in full force and effect from and after its passage, approval, and, if required by law, publication in the manner provided for by law, and the effective date for the changes authorized herein shall be July 1, 2012.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 1183-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Midwest Mudjacking Service, Inc. for Project #1156, 2012 Mudjacking Program, in the amount of \$15,000.00.

WHEREAS, bids were publicly read on April 24, 2012; and

WHEREAS, bids were solicited with Midwest Mudjacking Service, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Midwest Mudjacking Service, Inc. for Project #1156, 2012 Mudjacking Program, in the amount of \$15,000.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 5, 2012

Date

Passed: June 5, 2012

Approved: June 12, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2012, between **MIDWEST MUDJACKING SERVICE, INC.** of **3004 26TH STREET, MOLINE, IL 61265**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1156 – 2012 MUDJACKING PROGRAM** as set out in the plans and specifications.

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

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

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

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

For further information, please refer to the Illinois Department of Labor’s website at:

<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **FIFTEEN THOUSAND AND NO/100**

(\$15,000.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1184-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with A.J. Excavating, Inc. for Project #1164, 15th Street Sluice Gate Installation, in the amount of \$123,460.00.

WHEREAS, bids were publicly read on May 8, 2012; and

WHEREAS, bids were solicited with A.J. Excavating, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with A.J. Excavating, Inc. for Project #1164, 15th Street Sluice Gate Installation, in the amount of \$123,460.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 5, 2012

Date

Passed: June 5, 2012

Approved: June 12, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2012, between **A.J. EXCAVATING** of **P.O. BOX 1032, BETTENDORF, IOWA 52722**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED TWENTY THREE THOUSAND FOUR HUNDRED SIXTY AND NO/100 (\$123,460.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1164, 15TH STREET SLUICE GATE INSTALLATION** as set out in the plans and specifications.

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

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

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

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

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED TWENTY THREE**

THOUSAND FOUR HUNDRED SIXTY AND NO/100 (\$123,460.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No. 1185-2012
Sponsor: _____

A RESOLUTION

AUTHORIZING the Chief of Police to execute a Contractual Agreement between the City of Moline Police Department and the Illinois Department of Revenue setting forth the terms for acceptance of a grant award to the police department in the sum of \$7,040.00.

WHEREAS, the Illinois Department of Revenue, through the Illinois Liquor Control Commission, has agreed to fund a sum of money to conduct a retail education and enforcement program with tobacco retailers; and

WHEREAS, the proposed agreement provides for a grant award from the Illinois Department of Revenue in the amount of \$7,040.00 for the completion of three compliance checks; and

WHEREAS, the duration of the grant agreement is July 1, 2012 until June 30, 2013.

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

That the Chief of Police is hereby authorized to execute a Contractual Agreement between the City of Moline Police Department and the Illinois Department of Revenue setting forth the terms for acceptance of a grant award in the sum of \$7,040.00, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 5, 2012

Date

Passed: June 5, 2012

Approved: June 12, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

ILLINOIS DEPARTMENT OF REVENUE
CONTRACTUAL AGREEMENT

City of Moline
619 16th Street
Moline, IL 61265

Federal Employers Identification No. 36-6005999, hereinafter referred to as Contractor or Vendor, and the State of Illinois, Department of Revenue, herein referred to as the Department, in consideration of the mutual covenant herein contained, agree as follows:

1. NATURE AND CONDITIONS OF ASSIGNMENT

The Contractor agrees to provide the following goods and/or services to the Department; which goods and/or services shall be expected to meet acceptable levels of performance:

In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

A. The number of tobacco retailers affected by this Agreement is determined to be 64.

B. A Contractor not participating in the FY 2011 Tobacco Enforcement Program (July 1, 2011 - June 30, 2012) is required to participate in an Annual Conference Call to review program assurances. Conference calls will be scheduled for the beginning of August 2012. A Contractor participating in the FY 2012 Tobacco Enforcement Program will be given the opportunity to participate if they desire.

C. The Contractor is required to contact each tobacco retailer, informing them of their participation in the program and that minimum-age tobacco laws will be enforced. This contact may be in writing or in-person. A Contractor not participating in the FY 2012 Tobacco Enforcement Program is not allowed to initiate this contact until after their participation in the Annual Conference Call which will review the Tobacco Enforcement Program in detail.

D. The Contractor is required to distribute the Commission's Tobacco Retailer Kit to each tobacco retailer. A Contractor not participating in the FY 2012 Tobacco Enforcement Program must wait until after their participation in the Annual Conference Call to distribute the kits. A contractor must distribute the kits prior to the first round of compliance checks, regardless if the kits were distributed the previous year(s).

E. The Contractor will conduct three compliance checks on each tobacco retailer. The first round of compliance checks is due November 30, 2012; the second round of compliance checks is due February 28, 2013 and the third round of compliance checks is due May 31, 2013. Upon completion of each round of compliance checks, the Contractor will submit a *Tobacco Enforcement Program Summary Report*.

i) Contractors **not** participating in the program from the time period between July 1, 2011 and June 30, 2012 are required to issue written warnings for first round violations.

ii) Contractors participating in the program from the time period between July 1, 2011 and June 30, 2012 may elect to issue warnings or citations for first round violations.

iii) After the first round, all Contractors must assess monetary fines to all violators regardless if the tobacco retailer's first round compliance check resulted in a non-violation, warning or citation.

iv) The Contractor will recruit youth workers that are 15, 16, or 17 years of age as the underage minor when conducting the required compliance checks.

v) Contractors receiving written permission from the Commission may elect to replace one round of retail compliance checks with one round of possession enforcement. Written permission from the Commission will include: the round of retail compliance checks which is to be replaced with possession enforcement; and the number of hours the Contractor will dedicate to possession enforcement. During possession enforcement, any minor found in possession will be given an "Illinois Tobacco Quitline" card to encourage access to cessation classes. The "Illinois Tobacco Quitline" cards will be provided to the Contractor by the Department.

F. Mandatory attendance or documentation of prior attendance at an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class for conducting compliance checks is required by at least one individual supervising your compliance checks. The Contractor may elect to attend a Commission sponsored class which meets the Tobacco Enforcement Program requirements and timelines. For Commission sponsored classes, the Commission assumes responsibility for all registration fees, however Contractors are responsible for their travel related costs.

G. As required by state law, Contractors must have written procedures for conducting compliance checks. Written procedures can be submitted after attending an ILETSB certified compliance check training class and are due no later than October 28, 2012.

H. The Contractor is required to show proof of insurance meeting the requirements in section "12. Liability and Insurance" of this contract. If during the contract time period the proof of insurance document provided expires, the Contractor will provide updated proof of insurance.

I. Request for Grant Payment will be made by the Commission immediately after the Contractor's scheduled time for the Annual Conference Call provided the Contractor is compliant with grant requirements.

i) Permissible expenditures of the grant payment include but are not limited to: payroll and payroll related expenses incurred individuals conducting work related to the grant requirements with the individuals including Administrative staff, enforcement officers and minors; travel related expenses including vehicle costs/maintenance; training cost for officers and/or minors; purchase of tobacco products and meal allowances; software and/or equipment purchase for training; equipment purchases for inspections; and educational and/or training materials to supplement the Tobacco Retailer Kit or other youth access prevention materials. Questions regarding acceptable expenditures should be directed to Jeff Barr of the Commission.

ii) Contractors receiving grants in excess of \$25,000 must submit quarterly reports describing the progress of the program and the expenditure of grant funds.

iii) Grant funds must be expended by June 30, 2013.

iv) Any funds not expended by June 30, 2013 must be returned to the Commission within 45 days.

2. PAYMENT FOR SERVICES

The amount payable for the services rendered shall be \$7040. No other charge by the Contractor may be paid for services rendered under this agreement without the written approval of the Department.

3. REIMBURSEMENT FOR EXPENSES

The Contractor will not be eligible for reimbursement by the Department of any expenses that the Contractor accrues in performance of this Agreement.

4. GEOGRAPHIC AREA SERVED

The Contractor shall accept assignments within the following geographic area: State of Illinois.

5. DURATION OF AGREEMENT

This agreement shall begin on August 1, 2012, and remain in effect until June 30, 2013. No payment shall be made for services rendered prior to the effective date of this agreement.

6. TERMINATION

Each party reserves the right to terminate this contract at any time on 30 days written notice to the other party. In the event of default or non-compliance with the terms of this contract, it may be terminated immediately. In the event of termination, the Department shall not be liable for amounts other than payments for services hereunder which have accrued up to the date of termination.

7. TAX LAW COMPLIANCE

This contract is expressly conditioned upon the Contractor being and at all time remaining in compliance with all Illinois tax laws. The Department reserves the right to conduct tax law compliance checks to determine that the Contractor is in compliance with all Illinois tax laws. In the event the Department determines that the Contractor is not in compliance with all Illinois tax laws, this contract may be terminated immediately at the Department's option.

8. VOUCHERS

The Department shall submit, on behalf of the Contractor, vouchers for payments under this agreement monthly, semi-annually, or annually; the Contractor shall account for the completion of work on such forms and under such procedures as are required by the Department. Vouchers submitted more than thirty (30) days following termination of this agreement or later than thirty (30) days following the end of the fiscal year (June 30, 2013), will not be honored by the Department.

9. EMPLOYMENT STATUS

Contractor acknowledges that for purposes of the Illinois Pension Code, the State Employees' Group Insurance Program and other benefits provided to persons

who are on the regular payroll of the State, the services rendered pursuant to this agreement are not rendered as an employee of the State and amounts paid pursuant to this agreement do not constitute compensation paid to an employee for such purposes.

10. LAWS OF ILLINOIS

This contract shall be governed by Illinois law and administrative rule including the Standard Procurement Rules. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, or if jurisdiction is not accepted, then with the appropriate state or federal court located in Sangamon County, Illinois (705 ILCS 505/1).

11. CONFIDENTIALITY

1. CONFIDENTIALITY OF TAX RETURN INFORMATION. Services provided to the Department by Vendor may require Vendor to have access to and use of documents and data which may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Vendor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Vendor agrees to protect such information from unauthorized disclosure by it and its employees and by its corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. Vendor further agrees to inform its personnel having access to such information of the confidential and statutorily protected nature of tax information and of the penalties associated with improper use or disclosure of such information.

2. CONFIDENTIALITY OF PROCESSES AND PROCEDURES. Services provided to the Department by Vendor may require Vendor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. Vendor agrees that it shall keep confidential any and all information concerning such systems, processes, and procedures and will not provide it to any third party. Vendor further agrees to protect such information from unauthorized disclosure by Vendor and its employees and by Vendor's corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties.

12. LIABILITY AND INSURANCE

The State does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor. The State is unable to indemnify or hold harmless any contractor for claims based on the State's use of the contractor provided goods and services including software. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in amount required by law.

If risk of loss transfers before delivery and installation at State's site, Contractor shall procure insurance chargeable to the State to cover all reasonable risks.

The State may self-insure against any and all risks.

157. APPLICABLE LAW

This agreement and contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This agreement shall be construed in accordance with the laws of the State of Illinois.

14. LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- b. Vendor is not in default on an educational loan (5 ILCS 385/3).
- c. Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
- d. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid

or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

- e. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- f. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- g. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
- h. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- i. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- j. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- k. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- l. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- m. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

- n. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- o. Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
- p. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- q. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- r. Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- s. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- t. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- u. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- v. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- w. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at

any time during the one-year period preceding the procurement lobbying activity.

- x. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.
- y. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
- z. Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration

of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

159. BACKGROUND CHECK

The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

160. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)

AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.

161. SOLICITATION AND EMPLOYMENT

VENDOR shall not employ any person employed by the AGENCY at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY'S director if VENDOR solicits or intends to solicit for employment any of the AGENCY'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.

18. FISCAL FUNDING

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

19. SUBCONTRACTING AND ASSIGNMENTS

Subcontracting, assignment or transfer of all or part of the interests of contractor in the work covered by this agreement shall be prohibited without prior written consent of the department. In the event the department gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as contractor is hereby bound and obligated. Any contract with a subcontractor shall provide that the subcontractor shall maintain, for a minimum of five (5) years after the completion of the subcontract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract and that the Department of Revenue and Auditor General shall have the right to audit the books, records and supporting documents of any subcontractor within said five (5) year period. The contract shall also provide, that the subcontractor will fully cooperate with the department or Auditor General during the course of any audit.

20. BREACH

Failure of Contractor to perform as specified is cause for immediate termination of the contract at the option of the department, without limitation upon any other relief available to the department.

21. RIGHT TO AUDIT

The Vendor is required to permit the grantor agency, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use of which grant funds were provided.

AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

"The Vendor certifies under oath that all information I the grant agreement is true and correct to the best of the vendor's knowledge, information, and belief; that the funds shall be used only for the purposes described in the

grant agreement; and that the award of the grant funds is conditioned upon such certification."

Executed this _____ day of _____, 20_____.

Contractor

Kim Hankins
City of Moline Police Department
Contractor, (printed name)

Chief of Police
Title

Date

Manager, Department of Revenue

Jeff Barr
Manager, Department of Revenue
(printed name)

Date

Director, Department of Revenue

Printed Name

Date

TAXPAYER IDENTIFICATION NUMBER

I certify that:

433. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

434. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

435. I am a U.S. person (including a U.S. resident alien).

- *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
- *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
- *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
- *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
- *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: City of Moline

Business Name: City of Moline

Taxpayer Identification Number:

Social Security Number

or

Employer Identification Number: 36-6005999

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: _____

Date: _____

Council Bill/General Ordinance No. 3015-2012

Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

A certain tract of land totaling 0.899-acres located south of 7030 44th Avenue and east of 6602 John Deere Road (Richard C. Parsons and Janet K. Parsons).

WHEREAS, a written petition filed by the Richard C. Parsons and Janet K. Parsons has been filed in the Office of the City Clerk requesting that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to the trustees of the South Moline Rural Fire Protection District of the pending annexation and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit “A,” is hereby annexed to the City of Moline, Illinois.

That part of a parcel conveyed by trustee’s deed, document number 95-01867, located in the Northwest Quarter of Section 13, Township 17 North, Range 1 West of the 4th Principal Meridian, Rock Island County, Illinois, described as follows:

Commencing at the Northeast Corner of Lot 2 of Zimmerman First Addition;

Thence South 00 Degrees 02 Minutes 29 Seconds West along the East line of the West half of the East half of the Northwest Quarter of said Section 13 and the East Line of said subdivision, a distance of 453.65 feet to the point of beginning, said point being the Southeast corner of said subdivision;

Thence continuing along said line, South 00 Degrees, 02 Minutes 45 Seconds West, a distance of 290.05 feet to the Southeast corner of said parcel conveyed by trustee's deed;

Thence along the Southerly line of said parcel, North 89 Degrees 56 Minutes 10 Seconds West, a distance of 135.00 feet;

Thence North 00 Degrees 02 Minutes 45 Seconds East a distance of 290.05 feet to a point on the Southerly line of Lot 2 of said subdivision;

Thence South 89 degrees 56 Minutes 10 Seconds East along said subdivision line a distance of 135 feet to the point of beginning.

For the purpose of this description the East line of Lot 2 of Zimmerman First Addition has an assumed bearing of South 00 Degrees 02 Minutes 29 Seconds West.

The above described tract contains 0.899 acres.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 7 upon the effective date hereof.

Section 3 – That the area above described and annexed shall be and hereby is zoned “AG-2” (General Agricultural District) upon the effective date hereof pursuant to Section 35-3105 of the Moline Zoning and Land Development Code, and that the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code.

Section 4 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit “A.”

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

ANNEXATION PLAT OF TRACT 1

TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS
BEING PART OF A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 13,
TOWNSHIP 17N., R-1 WEST OF THE 4TH PM IN THE COUNTY OF ROCK ISLAND, ILLINOIS

ZONING:
B3 PUD DISTRICT
(AFTER ANNEXATION &
REZONING)

AREA
39,157± SQ FT
0.899± ACRES

PREPARED FOR: SUBDIVIDER:
ZEMMA, LLC
(DEVELOPER)
2432 FULTON AVENUE
DAVENPORT, IOWA 52803
PHONE NO. (309) 737-1173

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

CURRENT OWNERS:
RICHARD C. PARSONS
JANET K. PARSONS
6602 JOHN DEERE ROAD
MOLINE, ILLINOIS
61265

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

LEGAL DESCRIPTION

THAT PART OF A PARCEL CONVEYED BY TRUSTEE'S DEED, DOCUMENT NUMBER 95-01867, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF ZIMMERMAN FIRST ADDITION;

THENCE SOUTH 00 DEGREES 02 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13 AND THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 453.65 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE CONTINUING ALONG SAID LINE, SOUTH 00 DEGREES 02 MINUTES 45 SECONDS WEST, A DISTANCE OF 290.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL CONVEYED BY TRUSTEE'S DEED;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, NORTH 89 DEGREES 56 MINUTES 10 SECONDS WEST, A DISTANCE OF 135.00 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 45 SECONDS EAST, A DISTANCE OF 290.05 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 2 OF SAID SUBDIVISION;

THENCE SOUTH 89 DEGREES 56 MINUTES 10 SECONDS EAST ALONG SAID SUBDIVISION LINE, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION THE EAST LINE OF LOT 2 OF ZIMMERMAN FIRST ADDITION HAS AN ASSUMED BEARING OF SOUTH 00 DEGREES 02 MINUTES 29 SECONDS WEST.

THE ABOVE DESCRIBED TRACT CONTAINS 0.899± ACRES.

LEGEND:

- PLAT DISTANCES= (0.0')
- MEASURED DISTANCES= 0.0'
- BOUNDARY= _____
- MONUMENTS FOUND #5 REBAR W/CAP #35-2890 UNLESS NOTED = ○
- FOUND CONCRETE MONUMENT= □
- FOUND STONE= ⊙
- MONUMENTS SET #4 REBARS CAPPED "35-2816" = *
- SECTION LINE= - - - - -
- EASEMENT= - - - - -
- SETBACK LINE= - - - - -
- CENTERLINE= - - - - -

 ANNEXATION TRACT

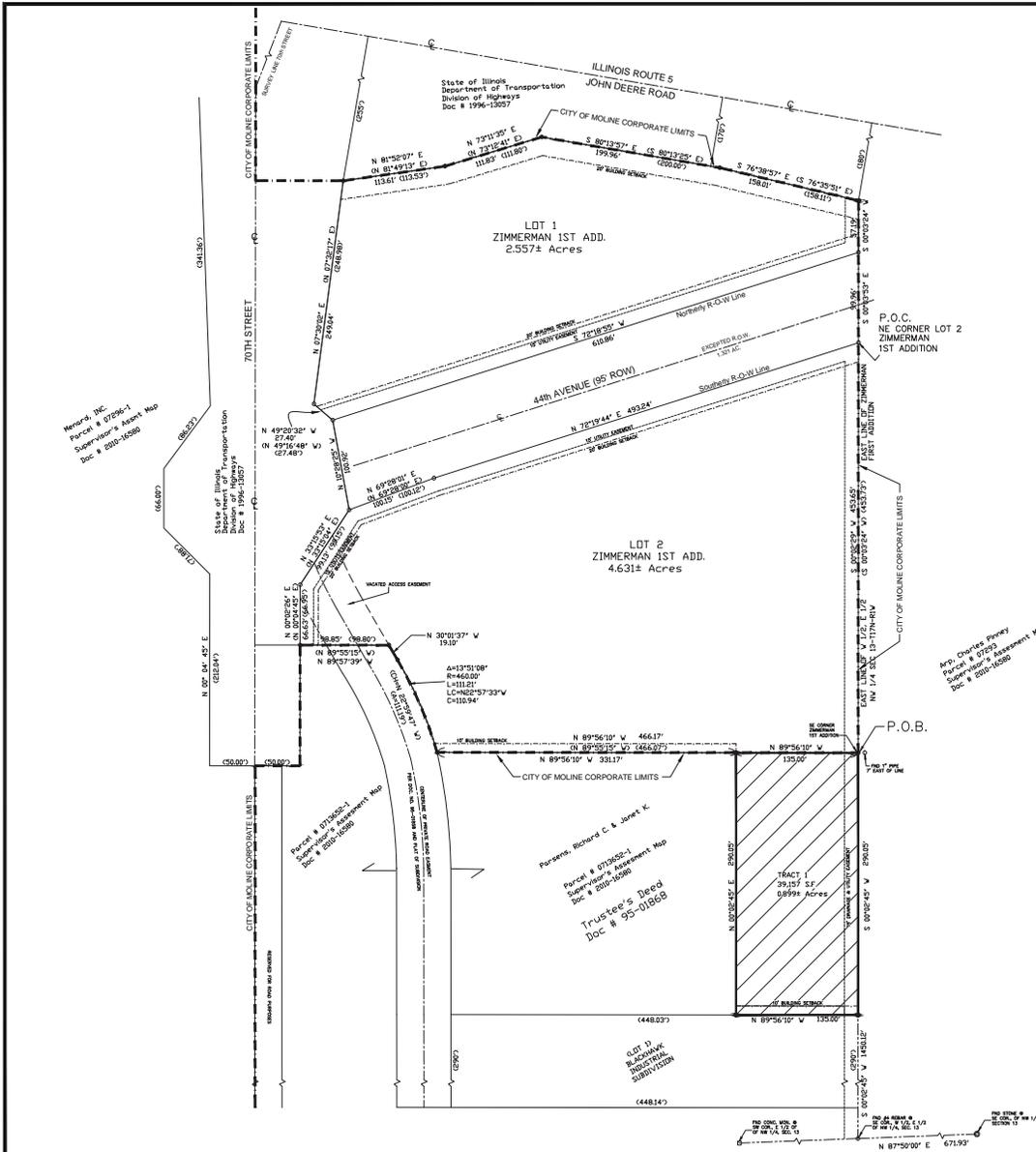
 CORPORATE LIMITS



1 inch = 60ft.



DATE SURVEY MADE: 08-01-2011



TOWNSEND ENGINEERING

DATE: 1-18-12
386 4236 | 386 4231
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: MDR
CHECKED BY: CRT
DRAWING LOCATION: S:\Zimmerman\Moline Site\dwg\Final Plat 2nd Add.DWG

REVISIONS		
REVISION NO.	DATE	DESCRIPTION
1	5/2/12	Per CIMD surveyor comments of 4-17-12

Project: Annexation Plat
Tract 1 - Part of Parcel # 0713652-1
To The City of Moline, Illinois

Developer:
ZEMMA, LLC
2432 Fulton Ave.
Davenport, IA 52803

SHEET NO.
1 of 1

Exhibit "A"

AN ORDINANCE

AMENDING the Zoning Ordinance of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103. (*Zemma, LLC; Richard C. Parsons and Janet K. Parsons; south of 7030 44th Avenue and east of 6602 John Deere Road*).

WHEREAS, the Plan Commission has received a request for rezoning sufficient in form and content; and

WHEREAS, the Plan Commission, after public hearing upon proper notice, has made its recommendation; and

WHEREAS, this Council's Committee of the Whole has considered said request and recommendation and made its own recommendation; and

WHEREAS, this Council finds and declares that a change from AG-2 to B-3 P.U.D. zoning will more accurately reflect the comprehensive plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Ordinance.

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

Section 1 - That the following described territory shall be, and the same is, hereby changed from zoning classification "AG-2" (General Agricultural District), as provided in Section 35-3210 of said Zoning Ordinance, to zoning classification "B-3 P.U.D." (Community Business District Planned Unit Development Zone), as provided in Section 35-3700 of said Zoning Ordinance.

That part of a parcel conveyed by trustee's deed, document number 95-01867, located in the Northwest Quarter of Section 13, Township 17 North, Range 1 West of the 4th Principal Meridian, Rock Island County, Illinois, described as follows:

Commencing at the Northeast Corner of Lot 2 of Zimmerman First Addition;

Thence South 00 Degrees 02 Minutes 29 Seconds West along the East line of the West half of the East half of the Northwest Quarter of said Section 13 and the East Line of said subdivision, a distance of 453.65 feet to the point of beginning, said point being the Southeast corner of said subdivision;

Thence continuing along said line, South 00 Degrees, 02 Minutes 45 Seconds West, a distance of 290.05 feet to the Southeast corner of said parcel conveyed by trustee's deed;

Thence along the Southerly line of said parcel, North 89 Degrees 56 Minutes 10 Seconds West, a distance of 135.00 feet;

Thence North 00 Degrees 02 Minutes 45 Seconds East a distance of 290.05 feet to a point on the Southerly line of Lot 2 of said subdivision;

Thence South 89 degrees 56 Minutes 10 Seconds East along said subdivision line a distance of 135 feet to the point of beginning.

For the purpose of this description the East line of Lot 2 of Zimmerman First Addition has an assumed bearing of South 00 Degrees 02 Minutes 29 Seconds West.

The above described tract contains 0.899 acres.

Section 2 - That this B-3 P.U.D. zoning authorizes and limits the development of the hereindescribed real estate only in conformity with the P.U.D. plan attached hereto and incorporated herein by this reference thereto as Exhibit "A" and approved hereby.

Section 3 - That the Zoning Administrator is hereby directed to correct the zoning map as provided in Section 35-3103 of the Moline Zoning Ordinance and to enter a notation thereon, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the B-3 P.U.D. (Community Business District Planned Unit Development Zone).

Section 4 - That the attached P.U.D. plan shall prevail for stormwater management purposes and the P.U.D. plan approved with Council Bill/General Ordinance 3038-2011 shall be amended herewith by eliminating all references to onsite stormwater detention/retention at Zimmerman Honda, 7030 44th Avenue.

Section 5 - That the foregoing amendment to the Moline Zoning Ordinance was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning Ordinance, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

Section 6 - 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 by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

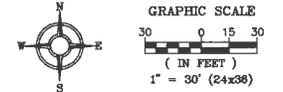
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

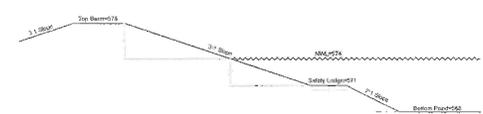
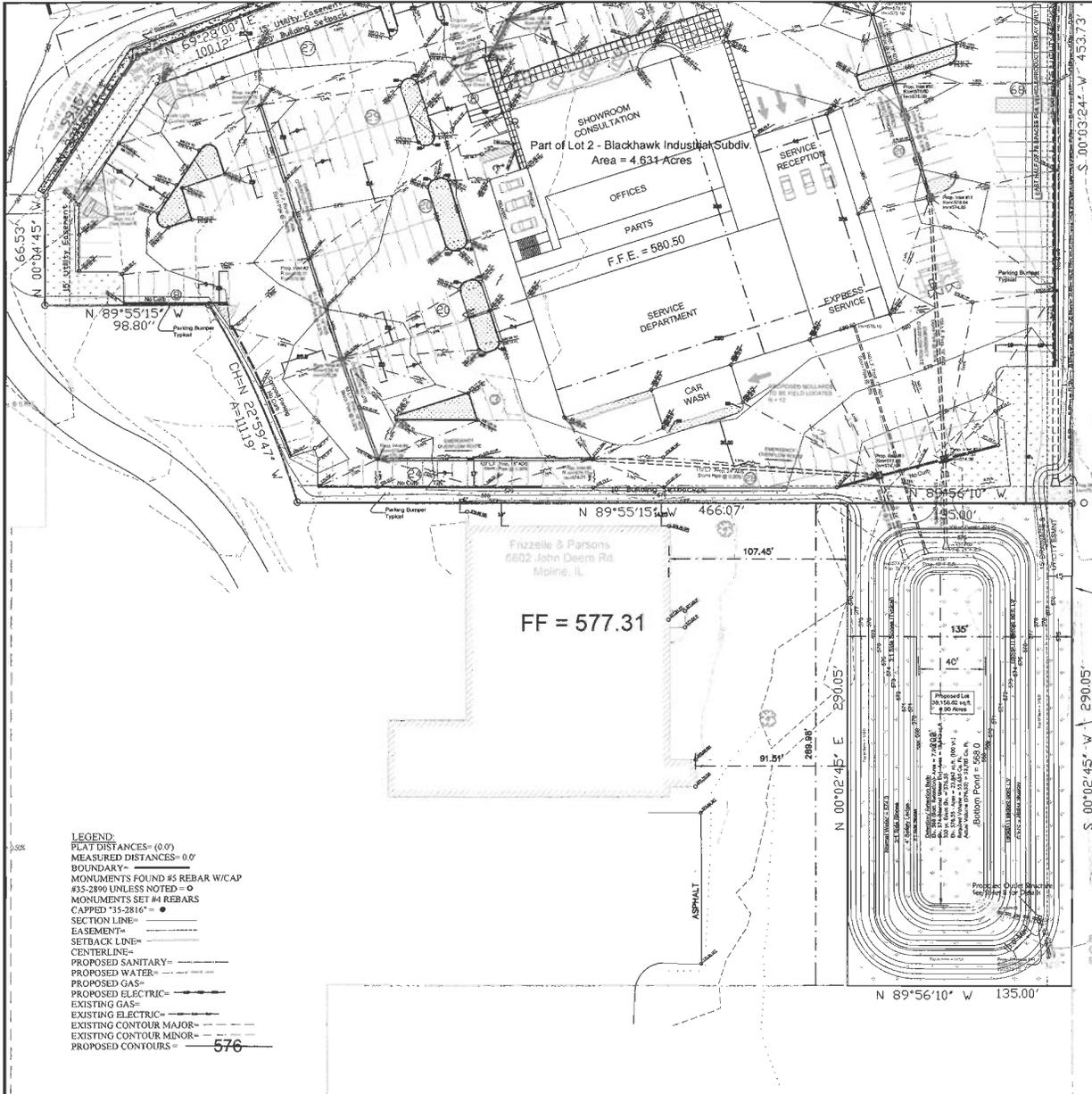
Site Construction Plans
LOT 2 - ZIMMERMAN FIRST ADDITION
GRADING PLAN
ZIMMERMAN HONDA
 CITY OF MOLINE, ROCK ISLAND COUNTY, IL



QUANTITIES: SOUTH LOT DETENTION

Item	Description	Units	Qty.
1.	SILT FENCE	L.F.	720
2.	EARTHWORK CUT	C.Y.	3,255
3.	EARTHWORK FILL - DET. BERM	C.Y.	3,600
4.	18" ADS STORM PIPE	L.F.	50
5.	FLARED-END SECTIONS 12"	EA.	1
6.	24" ADS STORM PIPE	L.F.	50
7.	FLARED-END SECTIONS 24"	EA.	1
8.	DETENTION OUTLET STRUCTURE	EA.	1
9.	RIP RAP	TONS	50
10.	SEEDING	AC	1.05

** EARTHWORK FILL QUANTITY BASED ON 20% COMPACTION FACTOR



CROSS SECTION OF POND - NOT TO SCALE

LEGEND:
 PLAT DISTANCES= (0.0')
 MEASURED DISTANCES= 0.0'
 BOUNDARY= _____
 MONUMENTS FOUND #5 REBAR W/CAP
 #35-2890 UNLESS NOTED= ○
 MONUMENTS SET #4 REBARS
 CAPPED "35-2816"= ●
 SECTION LINE= _____
 EASEMENT= _____
 SETBACK LINE= _____
 CENTERLINE= _____
 PROPOSED SANITARY= _____
 PROPOSED WATER= _____
 PROPOSED GAS= _____
 PROPOSED ELECTRIC= _____
 EXISTING GAS= _____
 EXISTING ELECTRIC= _____
 EXISTING CONTOUR MAJOR= _____
 EXISTING CONTOUR MINOR= _____
 PROPOSED CONTOURS= _____ 576

GENERAL NOTES
 1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.



DATE: 10/31/11
 PROJECT NO: 563 386.4236 386.4231
 2224 East 12th Street, Davenport, IA 52703

DRAWN BY: MDR
 CHECKED BY: CRT
 DRAWING LOCATION: S:\Zimmerman\Moline Site\dwg\Construction Plans\Construction Plans.dwg

REVISIONS:		
NO.	DESCRIPTION	DATE
1	Changes per City of Moline - 11-16-11: All Sheets	12-20-11
2	Changes per City of Moline - 1-16-12: All Sheets	2-12-12

Project: GRADING PLAN
 Zimmerman Cars
 Proposed Location

Developer: ZEMMA, LLC
 2432 Fulton Avenue
 Davenport, IA 52803

SHEET NO.
C3

Exhibit "A"

Council Bill/Ordinance No.: 4020-2012

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with Ride the River scheduled for Sunday, June 17, 2012.

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

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Sunday, June 17, 2012, from 5:00 a.m. until 4:00 p.m.

All lanes of 17th Street from the northernmost side of River Drive to the north end of the street;
Easternmost lane of 55th Street from River Drive to Old River Drive;
10 feet of the northernmost side of Old River Drive from the easternmost side of 55th Street to the northernmost lane of River Drive;
Northernmost lane of River Drive from the northernmost side of Old River Drive to the western entrance of Celebration Belle.

It shall be an offense to use said roadways for vehicular purposes during said time.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to form:

City Attorney