



MOLINE COW/COUNCIL AGENDA

Tuesday, June 7, 2022

6:00 PM

City Hall

Council Chambers - 2nd Floor

619 16th Street

Moline, IL 61265

Live streaming available at <http://moline.il.us/RemoteCouncil>. The meeting will also be audio or video recorded and made available to the public, as provided by law, at <http://www.moline.il.us/CivicMedia?CID=9>

1. **Committee-of-the- Whole Call to Order**

2. **Remote Electronic Attendance (if necessary)**

Approval of the remote electronic attendance of certain elected officials

3. **Oath of Office**

Oath of office for appointment of David Dryer to the position of Director of Engineering, effective June 6, 2022.

Oath of Office for appointment of Ryan Hvitlök to the position of Community & Economic Development Director, effective June 6, 2022.

4. **Presentation**

4.1 Residential Neighbor of the Month Award presented to Jesus Rosales, 404 22nd Avenue

Commercial Neighbor of the Month Award presented to U-Haul Moving & Storage of Moline, 5000 Avenue of the Cities

5. **Public Comment**

6. **Questions on the Agenda**

7. **COW Agenda Items**

7.1 A Resolution accepting the Comprehensive Annual Financial Report prepared by Baker Tilly US, LLP for the Fiscal Year of January 1, 2021, through December 31, 2021, for all municipal funds.

Overview: The Comprehensive Annual Financial Report for the City of Moline for the fiscal year ended December 31, 2021, is submitted for City Council acceptance. The audit for Fiscal Year 2021 was performed in accordance with generally accepted auditing standards (GAAS) by the accounting firm of Baker Tilly US, LLP. These standards require the auditors to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The opinion given in the Report from our

Independent Auditors states that the “financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Moline as of December 31, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America”. The City of Moline has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers’ Association for 29 consecutive years and will be submitting the 2021 CAFR for award consideration. Final copies of the CAFR will be made available to the public for reference at the Moline Library, Moline Finance Department, and via the City’s web site following Council’s approval of this resolution. DRAFT hard copies of the audit will be available for Council’s review on June 7, 2022. The final audit will be filed with federal, state, & other governmental agencies as mandated

Staff Recommendation: Approval
Fiscal Impact: N/A

- 7.2 [An Ordinance amending Chapter 10, "ELECTIONS," of the Moline Code of Ordinances, by repealing Chapter 10 in its entirety and enacting in lieu thereof one new Chapter 10 dealing with the same subject matter.](#)

Overview: Pursuant to Strategic Goal 2.3F, staff is conducting a comprehensive review of all chapters of the Moline Code of Ordinances to correct those items that are merely housekeeping in nature. Additionally, due to 2020 census population changes and a 10 percent deviation rule, the City's aldermanic ward map must be amended. From alternatives presented, a preferred map, meeting both the population and precinct requirement, was unanimously approved by the City Council at a meeting held on April 5, 2022. The attached redline ordinance contains the new ward descriptions and map. Interactive map:

<https://moline.maps.arcgis.com/apps/webappviewer/index.html?id=42e837efd8cb4a53acca369cb09ef67e>

Staff Recommendation: Approval
Fiscal Impact: N/A

- 7.3 [An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Chapter 2 in its entirety and enacting in lieu thereof one new Chapter 2 dealing with the same subject matter.](#)

Overview: Pursuant to Strategic Goal 2.3F, staff is conducting a comprehensive review of all chapters of the Moline Code of Ordinances to correct those items that are merely housekeeping in nature. Proposed changes to Chapter 2, "ADMINISTRATION," were presented to the City Council at a meeting held on March 1, 2022. At that time, the Council approved said changes and provided direction requiring additional research. A redline ordinance is attached, as well as a memo addressing additional questions and suggestions.

Staff Recommendation: Approval
Fiscal Impact: N/A

- 7.4 [A Resolution authorizing the Mayor and City Clerk to execute and attest to a Cost Sharing Agreement \(“Agreement”\) between the City of Moline \(“City”\) Renew Moline, Inc., for the](#)

purpose of allocating and sharing the costs and obligations related to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, Illinois, and surrounding property.

Overview: The City owns the Study property and the City and Renew Moline, Inc., are mutually interested in exploring the repurposing of the Spiegel Building from its historic use as a factory to a more productive use befitting of its downtown location and in dialogue with the contemporary land uses in the vicinity. PGAV Planners have estimated market and feasibility cost at approximately \$32,000 for the Study, with scope of services to be completed no later than four months from the execution date of said agreement.

Staff Recommendation: Approval

Fiscal Impact: \$16,000 from Mayor & Council Contingency Account

- 7.5 [A Resolution authorizing the Fleet and Facilities Manager to purchase two Backhoe Loaders from Martin Equipment in Rock Island, Illinois on Sourcewell Contract #032119-JDC, in the amount of \\$271,000.](#)

Overview: The current backhoe loaders for Streets and Utilities have exhausted their reliable, useful life, are scheduled for replacement in 2023, and have been identified as such in the 5-year Fleet cash flow and replacement schedule. The backhoe loaders are vital pieces of equipment for the daily operational needs of both Streets Maintenance and the Utilities Department. The Streets unit will come with a coupler on the front to allow for multiple attachments to be used, including a construction bucket, a log grapple, a brush grapple and a snow push blade. Due to the excessive lead time for equipment acquisition, staff is recommending placing the order for the equipment soon so that it can be received in January of 2023, the current lead time for these units is 6 months. Additionally, staff has received trade in offers and will attempt to sell the current units outright to maximize the return. The City is able to purchase these units on a Sourcewell Joint Purchase, contract #032119-JDC, which is more beneficial to the City at this time than the State contract.

Staff Recommendation: Approval

Fiscal Impact: \$280,435 is budgeted in 2023 # 448-0867-437.07-03, Vehicle Replacement

- 7.6 [A Resolution authorizing approval of a proposed amendment \(Substantial Amendment 1\) to the City of Moline's 2021 Annual Action Plan, Substantial Amendment 1, approved by Council Bill/Resolution No. 1114-2021, for the purpose of program fund reallocation; and authorizing the Mayor to implement the program activity set forth in the City of Moline's 2021 Annual Action Plan Substantial Amendment 1 upon the Department of Housing and Urban Development's \(HUD's\) approval of said Amendment 1.](#)

Overview:

The City seeks to amend the 2021 Annual Action Plan (APP), approved by Council Bill/Resolution No. 1114-2021, by adding additional CDBG CARES Act funding and activities. A proposed statement of community development objectives and projected use of funds has been advertised, and projected use of funds reflects programs recommended by Citizens Advisory Council on Urban Policy (CACUP) and are consistent with the local and national objectives of the Housing and Community Development Act of 1974. City staff drafted the plan amendments and completed the required publication, and a 30-day comment period. CACUP also met on May 18, 2022, and recommends approval of these eligible CDBG activities. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A

- 7.7 [A Resolution authorizing the Fleet and Facilities Manager to purchase three complete Type I Ambulances from Osage Industries, Incorporated in Linn, Missouri on BuyBoard Contract #650-21 in the amount of \\$924,648.](#)

Overview: Fire Department and Fleet Services staff have determined it would be in the best interest of the City to recommend the replacement purchase of the City’s three ambulances that are currently budgeted in fiscal year 2024. Due to the severe supply chain and equipment availability deficits and the already identified lead time of 20 to 24 months, purchasing equipment ahead of time is necessary to ensure the equipment is received in a timely manner, or at least as scheduled. The Fire department formed a committee comprised of representatives in each of the positions and it was determined by the committee, and echoed by Deputy Chief Noyd, that Osage Industries, Incorporated would be their preferred manufacturer. The City is able to purchase these units through BuyBoard, a National Joint Purchasing Cooperative, utilizing their contract #650-21. Currently, there is \$554,000 committed in the vehicle replacement fund in fiscal year 2024 for all three ambulances. Of the total, \$97,380 is for the purchase and installation of the Stryker Cot Lift System and one cot that is going to be paid for out of the Liability Fund. After meeting with Finance Director Barnes, she has identified that the remaining \$273,268 can be paid using unencumbered “restricted” ARPA funds should the Council authorize this purchase. The pricing given is only valid through June 20, 2022, at which time Osage anticipates a 10-12% price increase.

Staff Recommendation: Approval

Fiscal Impact: \$554,000 is budgeted in 2024 # 448-0867-437.07-03, Vehicle Replacement; \$97,380 is budgeted in 445-9955-415.03-22, Liability Fund; and \$273,268 is available utilizing unencumbered ARPA funds

- 7.8 [A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement \(“Agreement”\) between the City of Moline \(“City”\) and 3Bros Hospitality, LLC, doing business as Pour Bros Craft Taproom, 1209 4th Avenue, Moline, Illinois, for use of public right-of-way for outdoor dining/beverage service on premises.](#)

Overview: Pour Bros Craft Taproom, located within the Element Hotel, wishes to install barrier fencing with tables and chairs for outdoor dining/beverage service in areas to the north and south of the Hotel, as well as utilize the lawn space to the east of the Q for live entertainment and public events.

Staff Recommendation: Approval
Fiscal Impact: TBD

8. Informational

- 8.1 June Status & Information Report (Bob Vitas, City Administrator)
<https://moline.il.us/DocumentCenter/View/10700/JUNE-2022-Status--Info-Report>

9. Public Comment

10. Council Call to Order

11. *Pledge of Allegiance*

12. *Invocation – Alderman Wendt*

13. *Roll Call*

14. *Consent Agenda - Approval of Minutes and Appointments*

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

Approval of Committee-of-the-Whole, Council and Executive Session meeting minutes of May 24, 2022.

15. *Consent Agenda - Second Reading Ordinances*

15.1 3010-2022 An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, by enacting thereto amendment of the Zoning Map, incorporated therein as Section 35-3103, regarding a request by Doric Lodge for rezoning the property at 5020 47th Avenue to R-2 (One-Family Residence).

15.2 3011-2022 An Ordinance Amending Chapter 1, "GENERAL PROVISIONS," of the Moline Code of Ordinances, by repealing Chapter 1 in its entirety and enacting in lieu thereof one new Chapter 1 dealing with the same subject matter.

16. *Consent Agenda - Resolutions*

16.1 1103-2022 A Resolution approving the use of Foreign Fire Tax Funds up to \$23,000 towards the refurbishment of the Moline Fire Fighter's Memorial Stone as recommended and approved by the Foreign Fire Tax Board at the April 12, 2022 meeting.

16.2 1104-2022 A Resolution authorizing the Parks & Recreation Director to purchase water fountain/bottle fill stations from Most Dependable Fountains, Inc. and installation supplies for the total amount of \$102,551.87.

16.3 1107-2022 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Walter D. Laud, Inc. for Project #1366, 36th Avenue Sanitary Sewer Extension, 15th Street B to 15th Street C, for an amount of \$124,505.92.

Overview: Bids were opened and publicly read on April 26, 2022, for Project #1366, 36th Avenue Sanitary Sewer Extension, 15th Street B to 15th Street C, with Walter D. Laud, Inc. submitting the lowest and most responsible and responsive bid. This project will install a new 8" sanitary sewer on the south side of 36th Avenue (Frontage Road) from 15th Street B to 15th Street C. Currently, there is no sanitary sewer to service the 4 homes on this block, and they are served by individual septic tanks. Project work includes installation of two sanitary manholes, 393 linear feet of 8" gravity sewer, service laterals and connection to an existing sanitary manhole. Other construction includes removal and repair of sidewalk, driveways aprons and concrete pavement.

Staff Recommendation: Approval
 Fiscal Impact: \$137,500.00 is budgeted under CDBG funds

16.4 1108-2022 [A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Legacy Corporation of IL for Motor Fuel Tax \(MFT\) Section 22-00284-00-RP, 47th Street Reconstruction, south of 26th Avenue for the amount of \\$1,748,547.00](#)

Overview: Bids were opened and publicly read on May 17, 2022, for Rebuild Illinois Funds (MFT) Section Number 22-00284-00-RP, 47th Street Reconstruction, south of 26th Avenue, with Legacy Corporation of IL submitting the most responsible and responsive bid. The existing pavement on 47th Street is sealcoat with ditches. This project will reconstruct this pavement with a new rock base and concrete pavement with curb and gutter. There will be an 8' wide sidewalk installed on the east side of the road. The water main and sanitary sewer systems will also be replaced in their entirety to the Right-of-Way line. This water main is on the red water list, and its replacement will further reduce the number of customers affected by the discoloration problem. The existing sanitary sewer is clay pipe and in need of replacement. Storm sewers will also be added.

Staff Recommendation: Approval
 Fiscal Impact: Funds are budgeted as detailed below:

	<u>ACCOUNT</u>	<u>BUDGETED</u>	<u>AS-BID</u>	<u>ACCOUNT NO.</u>
	Rebuild Illinois	\$ 497,000.00	\$497,000.00	
	Utility Tax	\$ 227,048.00	\$279,747.00	510-9965-438.08-
98				
	Water	\$ 375,000.00	\$447,810.00	310-1716-434.08-
98				
	WPC	\$ 375,000.00	\$370,680.00	320-1840-433.08-
30				
	Storm	<u>\$ 140,000.00</u>	<u>\$153,310.00</u>	330-1971-433.08-
35				
	TOTAL	\$1,615,000.00	\$1,748,547.00	

Bids came in over the project budgeted amount of \$1,615,000.00. The Engineering Department is asking for authorization from the Council to amend the budget in the amount of \$133,547.00, as noted above, from the Utility Tax Reserves, Water Department Reserves, and Stormwater Reserves.

17. Omnibus Vote

18. Non-Consent Agenda - Resolutions

18.1 1105-2022 [A Resolution accepting the Comprehensive Annual Financial Report prepared by Baker Tilly US, LLP for the Fiscal Year of January 1, 2021, through December 31, 2021, for all municipal funds.](#)

18.2 1106-2022 [A Resolution authorizing approval of a proposed amendment \(Substantial Amendment 1\) to the City of Moline's 2021 Annual Action Plan, Substantial Amendment 1, approved by Council Bill/Resolution No. 1114-2021, for the purpose of program fund reallocation; and authorizing the Mayor to implement the program activity set forth in the](#)

City of Moline's 2021 Annual Action Plan Substantial Amendment 1 upon the Department of Housing and Urban Development's (HUD's) approval of said Amendment 1.

- 18.3 1109-2022 A Resolution authorizing the Fleet and Facilities Manager to purchase three complete Type I Ambulances from Osage Industries, Incorporated in Linn, Missouri on BuyBoard Contract #650-21 in the amount of \$924,648.
- 18.4 1110-2022 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement ("Agreement") between the City of Moline ("City") and 3Bros Hospitality, LLC, doing business as Pour Bros Craft Taproom, 1209 4th Avenue, Moline, Illinois, for use of public right-of-way for outdoor dining/beverage service on premises.
- 18.5 1111-2022 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Cost Sharing Agreement ("Agreement") between the City of Moline ("City") Renew Moline, Inc., for the purpose of allocating and sharing the costs and obligations related to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, Illinois, and surrounding property.

19. Non-Consent Agenda - First Reading Ordinances

- 19.1 3012-2022 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by removing the intersection of Nineteenth Avenue and Thirty-fifth Street.
- 19.2 3013-2022 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by removing the intersection of Third Street and Eighteenth Avenue.
- 19.3 3014-2022 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 7 thereof, "ONE-WAY STREETS," by including to make the alley a one-way for Eastbound traffic between 15th Street Place and 16th Street and 17th Avenue and 18th Avenue A.

Overview: The Traffic Engineering Committee received a resident request to change the alley between 15th Street Place and 16th Street; and 17th Avenue and 18th Avenue A into a one-way, citing narrow pavement and near collisions. The Traffic Committee reviewed data collected by the Police Department, which showed an unusually large amount of traffic using the alley. Staff observed the traffic patterns on several occasions, and cited the majority of traffic is using this alley as a cut-through from 15th Street Place to the neighborhood east of 16th Street. The Committee recommends approval to change this alley into a one-way for Eastbound traffic. Staff sent survey requests to neighboring properties, and the results are attached. Staff also knocked on doors, and received only positive feedback from those who were spoken to in person.

Staff Recommendation: Approval

Fiscal Impact: N/A

20. Miscellaneous Business

21. Public Comment

22. Executive Session (if needed)

23. Adjournment of City Council

COW/COUNCIL ACTION REPORT

June 7, 2022

Residential Neighbor of the Month Award presented to Jesus Rosales, 404 22nd Avenue

Commercial Neighbor of the Month Award presented to U-Haul Moving & Storage of Moline, 5000 Avenue of the Cities

SUGGESTED ACTION:

ATTACHMENTS:

[PLA Award Claire-Whitley-NEIGHBORS OF THE MONTH-ATT1.jpg](#)

[PLA Award Claire-Whitley-NEIGHBORS OF THE MONTH-ATT2.jpg](#)

[PLA Award Claire-Whitley-NEIGHBORS OF THE MONTH-ATT3.jpg](#)



10



11



12

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution accepting the Comprehensive Annual Financial Report prepared by Baker Tilly US, LLP for the Fiscal Year of January 1, 2021, through December 31, 2021, for all municipal funds.

SUGGESTED ACTION: The Comprehensive Annual Financial Report for the City of Moline for the fiscal year ended December 31, 2021, is submitted for City Council acceptance. The audit for Fiscal Year 2021 was performed in accordance with generally accepted auditing standards (GAAS) by the accounting firm of Baker Tilly US, LLP. These standards require the auditors to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The opinion given in the Report from our Independent Auditors states that the “financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Moline as of December 31, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America”. The City of Moline has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers’ Association for 29 consecutive years and will be submitting the 2021 CAFR for award consideration. Final copies of the CAFR will be made available to the public for reference at the Moline Library, Moline Finance Department, and via the City’s web site following Council’s approval of this resolution. DRAFT hard copies of the audit will be available for Council’s review on June 7, 2022. The final audit will be filed with federal, state, & other governmental agencies as mandated

Staff Recommendation: Approval

Fiscal Impact: N/A

ATTACHMENTS: [01 FIN RES1 Courtney-Carol - FY2021 CAFR - CBxg.pdf](#)

Council Bill/Resolution No. 1105-2022
Sponsor _____

A RESOLUTION

ACCEPTING the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause, LLP for the Fiscal Year of January 1, 2021, through December 31, 2021, for all municipal funds.

WHEREAS, municipalities over 2,500 in population must have an annual audit in accordance with generally accepted accounting principles; and

WHEREAS, the Comprehensive Annual Financial Report is an expression of opinion as to whether the financial statements are fairly presented in conformity with appropriate accounting principles.

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

That the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause, LLP for the Fiscal Year of January 1, 2021, through December 31, 2021, for all municipal funds is hereby accepted by the City Council as an accurate reflection of the status of the City's finances as of December 31, 2021, which annual report shall be filed with the governmental agencies, financial institutions and other such appropriate offices designated within the proper time frame; provided, however, that said report is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022

Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____

City Clerk

COW/COUNCIL ACTION REPORT

June 7, 2022

An Ordinance amending Chapter 10, "ELECTIONS," of the Moline Code of Ordinances, by repealing Chapter 10 in its entirety and enacting in lieu thereof one new Chapter 10 dealing with the same subject matter.

SUGGESTED ACTION: Pursuant to Strategic Goal 2.3F, staff is conducting a comprehensive review of all chapters of the Moline Code of Ordinances to correct those items that are merely housekeeping in nature. Additionally, due to 2020 census population changes and a 10 percent deviation rule, the City's aldermanic ward map must be amended. From alternatives presented, a preferred map, meeting both the population and precinct requirement, was unanimously approved by the City Council at a meeting held on April 5, 2022. The attached redline ordinance contains the new ward descriptions and map. Interactive map:

<https://moline.maps.arcgis.com/apps/webappviewer/index.html?id=42e837efd8cb4a53acca369cb09ef67e>

Staff Recommendation: Approval

Fiscal Impact: N/A

ATTACHMENTS: [02 LGL ORD1 Janine-Margaret - Amending Entire Chapter 10-ATT1-redline with map.pdf](#)
[02 LGL ORD1 Janine-Margaret - Amending Entire Chapter 10-ATT2-links.docx](#)
[02 LGL ORD1 Janine-Margaret-Amending Entire Chapter 10-CBxg.docx](#)

CHAPTER 10 ELECTIONS

SEC. 10-1100. ELECTION CODE ADOPTED.

Article IV of the Election Code, contained in the Illinois Compiled Statutes, is hereby adopted and made applicable to all elections held within the City for nominations at all primaries and all elections of the officers thereof.

SEC. 10-1101. WARDS.

The City shall be divided into seven (7) wards. The boundaries of each ward shall be determined as follows except to the extent same are modified by ordinances annexing to the corporate limits of the City tracts, parcels, or blocks of land:

FIRST WARD

~~All that part of the City of Moline lying west and north of the following described line:—Beginning at the south bank of the south branch of the Mississippi River and the intersection of the centerline of 8th Street extended; thence south along said extended centerline to the centerline of 5th Avenue; thence east along the centerline of 5th Avenue to the centerline of 8th Street to the south; thence southerly along the centerline of 8th Street to the centerline of 12th Avenue; thence east along the centerline of 12th Avenue to the centerline of 9th Street; thence southerly along the centerline of 9th Street to the centerline of 16th Avenue; thence east along the centerline of 16th Avenue to the centerline of 9th Street to the south; thence southerly along the centerline of 9th Street to the intersection of the south line of the John Deere Junior High School lot and the centerline of 9th Street extended; thence west to the northwest corner of said John Deere Junior High School lot; thence southerly along the west line of said John Deere Junior High School lot and said line projected to the easterly line of Hickory Grove Addition as said subdivision was platted; thence southerly along the easterly line of said Hickory Grove Addition to the southeast corner of said addition; thence westerly along said Hickory Grove Addition 86.71 feet to the east line of Shady Oaks Subdivision; thence south along said east line of said Shady Oaks Subdivision and said line extended southerly to the centerline of 25th Avenue; thence southeasterly along the centerline of 25th Avenue to the centerline of 10th Street Place; thence southerly along the centerline of 10th Street Place to the south end of said 10th Street Place; thence west to the centerline of 7th Street to a point 145 feet south of the intersection of the centerline of 7th Street with the centerline of 27th Avenue; thence North along the centerline of 7th Street to its intersection with the centerline of 28th Avenue to the west; thence Westerly along the centerline of 28th Avenue to the west line of 2d Street; thence north to the southeast corner of Lot 10, Westwood 1st Addition; thence west along the south line of said Lot 10 and said line projected west to the west Moline City limit.~~

All that part of the City of Moline lying west and north of the following described line: Beginning at the south bank of the south branch of the Mississippi River and the intersection of the centerline of 8th Street extended; thence south along said extended centerline to the centerline of 5th Avenue; thence east along the centerline of 5th Avenue to the centerline of 8th Street to the south; thence southerly along the centerline of 8th Street

to the centerline of 12th Avenue; thence east along the centerline of 12th Avenue to the centerline of 9th Street; thence southerly along the centerline of 9th Street to the centerline of 16th Avenue; thence east along the centerline of 16th Avenue to the centerline of 9th Street; thence southerly along the centerline of 9th Street to the centerline of 21st Avenue; thence westerly along the centerline of 21st Avenue to the west property line of John Deere Junior High School; thence southerly along said west property line of John Deere Junior High School to the northwest corner of Lot 1 of Vize's First Addition; thence south-southeasterly along western lot line and across its access drive, approximately 282 feet to the easternmost corner of the Shady Oaks subdivision; thence westerly 86.71 feet; thence southerly along the eastern boundary line of said Shady Oaks subdivision and Morgan Park Woods subdivision to the centerline of 25th Avenue; thence arcing southerly along the centerline of 25th Avenue to the centerline of 10th Street Place; thence arcing southerly along the centerline of 10th Street Place to the north property line of Lot 15, Morgan Park Estates Addition; thence easterly along said property line to the east property line of said Lot 15 and the 1/16th Section Line of the NW 1/4 of the NW 1/4, Section 8, T17N, R1W of the 4th P.M.; thence southerly along said Section Line to the south 1/2 Section Line of said Section 8; thence westerly along said 1/2 Section Line of said Section 8; and thence continuing westerly along the 1/2 Section Line of the adjacent NE 1/4 of Section 7 to the Moline City limit; thence following the Moline limit to the point of the beginning.

SECOND WARD

All that part of the City of Moline lying east and south of the First Ward and west of the following described line:

—Beginning at the south bank of the south branch of the Mississippi River and the intersection of the centerline of 15th Street extended; thence south along the centerline of 15th Street to the centerline of 30th Avenue; thence west along the centerline of 30th Avenue to the centerline of 14th Street; thence south along the centerline of 14th Street to the south line of Blackhawk Road, thence west along said line to the east line of the SW ¼ of Section 8, T 17 N, R 1 W of the 4th PM, thence south along said east line to the south line of 43d Avenue; thence west to the east line of 11th Street as dedicated by the subdivision plat of Parkbrook Lane; thence south along said east line of 11th Street and said east line projected to Rock River; also all that part of the future City of Moline which is contiguous only to the above described Second Ward.

All that part of the City of Moline lying east of the First Ward and south of the Moline limit along the south bank of the south branch of the Mississippi River and north/west of the following described line:

Beginning at the south bank of the south branch of the Mississippi River and the intersection of the centerline of 19th Street extended; thence southerly along the centerline of 19th Street extended and centerline of 19th Street, to the centerline of 13th Avenue extended; thence westerly along the centerline of 13th Avenue extended and centerline of 13th Avenue to the centerline of 15th Street; thence southerly along the centerline of 15th Street to the centerline of 30th Avenue; thence westerly along the centerline of 30th Avenue to the centerline of 14th Street; thence southerly along the centerline of 14th Street to the 1/2 Section Line (centerline of 34th Avenue Drive) of Section 8; T17N, R1W of the 4th P.M.; thence westerly along said Section Line to the First Ward boundary.

THIRD WARD

—All that part of the City of Moline lying east of the Second Ward and west of the following described line:

—Beginning at the south bank of the Mississippi River and the intersection of the centerline of 19th Street extended; thence southerly along the centerline of 19th Street to its intersection with the centerline of 27th Street, at or about 26th Avenue; thence southerly along the centerline of 27th Street to the south right-of-way line of Old Airport Road; also that part of the future City of Moline which is contiguous only to the above described Third Ward.

All that part of the City of Moline lying east of the Moline-Rock Island city limits, and south of the First Ward and south/east of the Second Ward and north/west of the following described line:

Beginning at the intersection of the centerlines of 19th Street and 13th Avenue extended; thence southerly along the centerline of 19th Street, situated east of Interstate 74, to the centerline of Avenue of the Cities; thence easterly along the centerline of Avenue of the Cities to the centerline of 27th Street and boundary between South Moline Township precincts 7 and 9; thence southerly along the centerline of 27th Street and said precincts boundary to the centerline of Interstate 74 thence southerly along the centerline of Interstate 74 and said precincts boundary, approximately 2,835 feet; thence easterly along the boundary between South Moline Township precincts 7 and 9 to the west property line of Lot 4, E Andries 1st Subdivision; thence southerly approximately 78 feet along west property line of Lot 4, E Andries 1st Subdivision to the north property line of Lot 43, Rock River Estates 4th Addition subdivision; thence approximately 252 feet east and southeasterly along said Lot 43 and extended into the centerline of 34th Street; thence southerly along the centerline of 34th Street and 34th Street extended to the centerline of 38th Avenue; thence west-northwesterly along the centerline of 38th Avenue to the Moline limit surrounding the unincorporated island in the vicinity of the junction of Interstate 74 and John Deere Road to the centerline, again, of 38th Avenue; thence northwesterly along the centerline of 38th Avenue to 27th Street; thence continuing west-northwesterly along the centerline of 36th Avenue to the centerline of 16th Street; thence southerly along the centerline of 16th Street and 16th Street extended to the Rock River and the Moline City limit; thence following the Moline limits to the First Ward boundary.

FOURTH WARD

All that part of the City of Moline lying east of the Third Ward and west of the following described line:

—Beginning at the intersection of the south bank of the Mississippi River and the centerline of 27th Street extended north; thence south along the centerline of 27th Street and said centerline extended to the centerline of 6th Avenue; thence westerly along the centerline of 6th Avenue to the centerline of 26th Street; thence southerly along the centerline of 26th Street to the centerline of 7th Avenue; thence east along the centerline of 7th Avenue to the centerline of 27th Street; thence south along the centerline of 27th Street to the centerline of 23d Avenue; thence easterly along the centerline of 23d Avenue to the centerline of 34th Street; thence south along the centerline of 34th Street to the centerline of 26th Avenue which is also the NE corner of Section 9, T. 17 N., R. 1 W. of the 4th P.M.; thence continuing

south along the east line of said Section 9 to the south line of F.A.S. Route 205 (John Deere Road); thence east along said south line of F.A.S. Route 205, 286.1 feet; thence south 85 feet to the centerline of an undedicated road commonly known as 39th Avenue; thence easterly along said centerline to the centerline of 38th Street; thence southerly along the centerline of 38th Street to the centerline of 42d Avenue; thence easterly along the centerline of 42d Avenue to the centerline of 39th Street; thence south along the centerline of 39th Street and said centerline extended to the north line of U.S. Route 6; thence westerly to the west right-of-way line of U.S. Route 150 extended north; thence southerly along the west right-of-way line of U.S. Route 150 to the south right-of-way line of 78th Avenue; also that part of the future City of Moline which is contiguous only to the above described Fourth Ward.

All that part of the City of Moline lying east of the Second Ward and south of the Moline limit along the south bank of the south branch of the Mississippi River and south bank of the Mississippi River and north and east of the Third Ward and north/west of the following described line:

Beginning at the intersection of the south bank of the Mississippi River and the centerline of 43rd Street extended north; thence southerly along 43rd Street extended and the centerline of 43rd Street to the centerline of 8th Avenue; thence westerly along the centerline of 8th Avenue to the centerline of 42nd Street; thence southerly along the centerline of 42nd Street to the extended south property line of Lot 9, M Horstkamp's subdivision approximately 180.6 feet to the east property line of Lot 401 of Supervisors' Assessment Plat, Sheet 59; thence southerly along east property line of said Lot 401; thence westerly along the south property line extended of said Lot 401, approximately 185 feet to the centerline of 41st Street; thence southerly along the centerline of 41st Street to the centerline of 10th Avenue; thence westerly along the centerline of 10th Avenue to the centerline of 38th Street; thence southerly along the centerline of 38th Street to the centerline of 11th Avenue; thence westerly along the centerline of 11th Avenue to the centerline of 34th Street; thence southerly along the centerline of 34th Street to the centerline of Avenue of the Cities; thence westerly along the centerline of Avenue of the Cities to the Third Ward boundary.

FIFTH WARD

—All that part of the City of Moline east of the Fourth Ward and west of the following described line:

—Beginning at the intersection of the south bank of the Mississippi River and the centerline of 39th Street extended north; thence south along the centerline of 39th Street to the centerline of 39th Street Place to the centerline of 41st Street at 10th Avenue; thence southerly along the centerline of 41st Street and said centerline extended south to Rock River; also that part of the City of Moline lying within Sections 22 and 27, T. 17 N., R. 1 W. of the 4th P.M.; also that part of the future City of Moline which is contiguous only to the above described Fifth Ward.

All that part of the City of Moline generally south and east of the Third Ward and south of the Fourth Ward and south/west of the following described line:

Beginning at the intersection of the centerlines of 34th Street and Avenue of the Cities; thence easterly along the centerline of Avenue of the Cities to the centerline of 41st Street;

thence southerly along the centerline of 41st Street to the centerline of 34th Avenue; thence easterly along the centerline of 34th Avenue to the centerline of 49th Street; thence southerly along the centerline of 49th Street to the centerline of 38th Avenue; thence easterly along the centerline of 38th Avenue to the boundary between South Moline Township precincts 19 and 29; thence southerly along said precincts boundary to the Moline City limit at the Rock River; thence following the Moline limits westerly to the Third Ward boundary, excluding therefrom any full crossings of the Rock River; and excluding therefrom the unincorporated island in the vicinity of the junction of Interstate 74 and John Deere Road; and excluding therefrom the unincorporated island, generally consisting of Lot 402 of Supervisors' Assessment Map Sheet 47, and Cobb's subdivision, and Cobb's 2nd and 3rd subdivisions until such time as said territory is annexed into the City of Moline.

SIXTH WARD

—All that part of the City of Moline lying east of the Fifth Ward and north of the centerline of 26th Avenue and the south line of Section 2, T. 17 N., R. 1 W. of the 4th P.M. to the west right-of-way line of 60th Street; also that part of the future City of Moline which is contiguous only to the above described Sixth Ward.

All that part of the City of Moline lying south/east of the Fourth Ward, and south of the Moline limit along the south bank of the Mississippi River and west of the Moline limit west of the City of East Moline and north of the following described line:

Beginning at the juncture of the City of Moline limit/City of East Moline Limit and the centerline of Avenue of the Cities; thence westerly along the centerline of Avenue of the Cities to the centerline of 34th Street and the Forth Ward boundary; excluding therefrom the following bounded area: beginning at the intersection of the centerlines of 34th Street and Avenue of the Cities; thence northerly along the centerline of 34th Street to the boundary between South Moline Township precincts 5 and 25; thence easterly along the said precincts boundary to the west property line of Lot 155, Supervisors' Assessment Map Sheet 10; thence southerly along said west property line, approximately 133 feet to 1/16th Section Line of the NW 1/4 of Section 3, T17N, R1W of the 4th P.M.; thence easterly along said 1/16th Section Line, approximately 291 feet to the west property line of Lot 406, Molette Addition, Parcel 3 15th Avenue Court subdivision; thence northeasterly along extended said west property line of Lot 406, approximately 173.5 feet to the centerline of 15th Avenue Court; thence easterly along centerline of 15th Avenue Court to the extended north property line of Lot 412, Molette Addition, Parcel 3 15th Avenue Court subdivision; thence southeasterly along said Lot 412 property line approximately 178.3 feet to the west property line of Lot 18 White Oak Terrace Addition subdivision; thence southerly along said west property line of Lot 18, approximately 4 feet to the extended north property line of Lot 19, White Oak Terrace Addition subdivision; thence northeasterly along said extended north property line of Lot 19, approximately 205.6 feet to the centerline of 16th Avenue; thence easterly along the centerline of 16th Avenue to the centerline of 41st Street; thence southerly along the centerline of 41st Street to the centerline of Avenue of the Cities; thence westerly along the centerline of Avenue of the Cities to the point of beginning.

SEVENTH WARD

All that part of the City of Moline lying south of the Sixth Ward and east of the Fifth Ward; also that part of the City of Moline south of Rock River lying within Sections 24 and 25, T. 17 N., R. 1 W. of the 4th P.M.; also that part of the future City of Moline which is contiguous only to the above described Seventh Ward.

All that part of the City of Moline lying east of the Forth Ward and north/east of the Fifth Ward and south/west of the Sixth Ward; also all those parts of the City of Moline lying south of Rock River.

SEC. 10-1102. ANNEXATIONS AND WARD BOUNDARY ADJUSTMENTS.

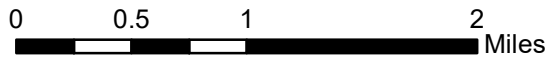
At any time that new territory is annexed into the City of Moline, the ward in which the newly annexed territory shall be encompassed shall be specified in the adopting ordinance incorporating such territory.

SEC. 10-~~1102~~ 1103. WARD MAP.

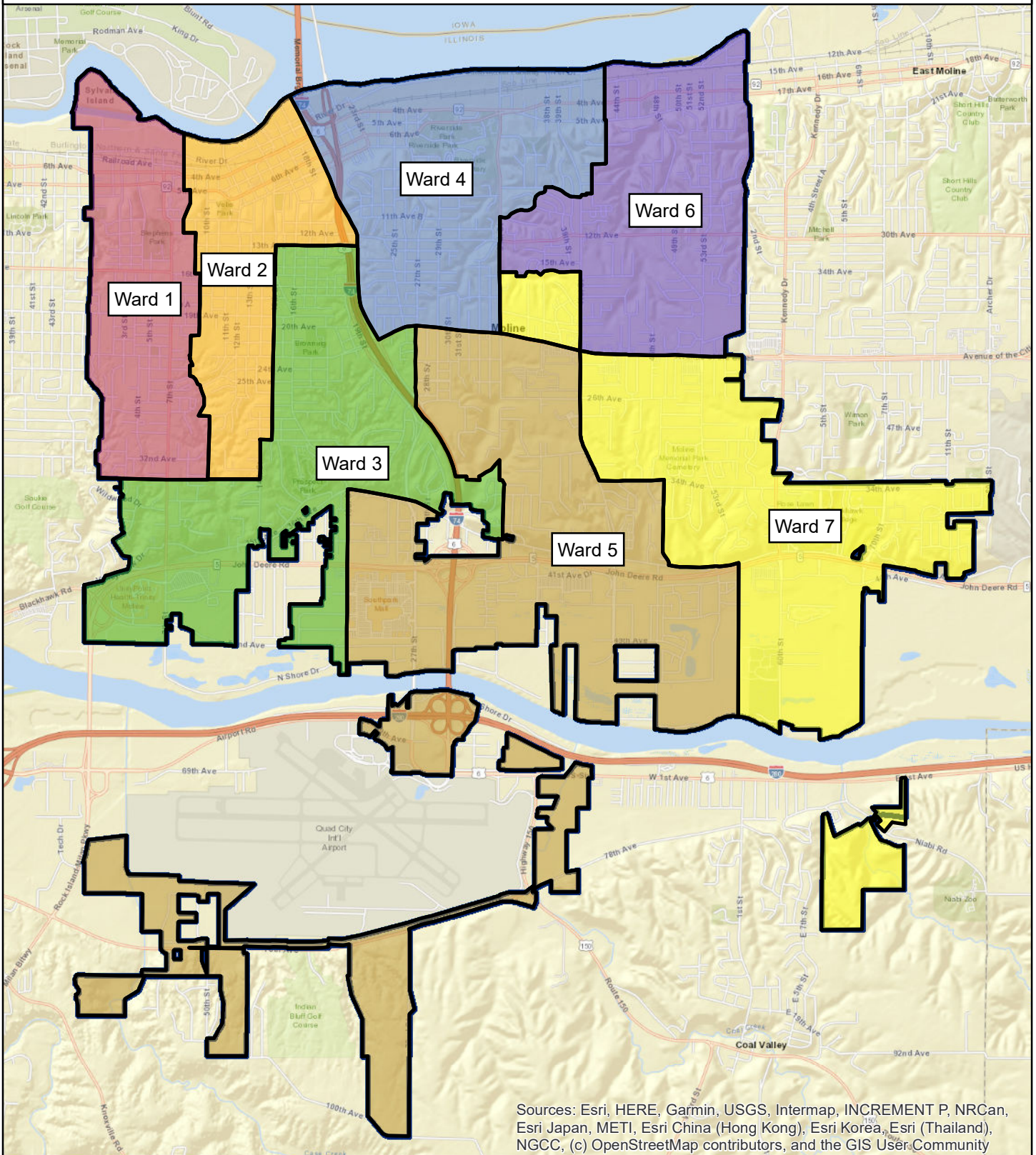
There is hereby incorporated by reference a ward map dated ~~November, 1991~~June, 2022, and on file in the city clerk's office. The director of engineering is hereby authorized and directed to prepare at least ninety (90) days prior to any primary election at which candidates for nomination to office in the City are proposed to be nominated a revision of said ward map to show all annexations that have been made by the City since the last revision and to affix the certification of the director of engineering thereon that said revision contains all annexations identified by ordinance number and to date same.

City of Moline Ward Boundaries

(Updated to evenly distribute population after 2020 Census)



Map Created 5/31/2022
City of Moline GIS



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Chapter 10, "ELECTIONS."

The online Code link is here—

https://codelibrary.amlegal.com/codes/moline/latest/moline_il/0-0-0-5113

Todd's detailed interactive map is here—

<https://moline.maps.arcgis.com/apps/webappviewer/index.html?id=42e837efd8cb4a53acca369cb09ef67e>

The Council Bill/Ordinance, with amended ward descriptions, is attached.

Council Bill/General Ordinance No.
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 10, "ELECTIONS," of the Moline Code of Ordinances, by repealing Chapter 10 in its entirety and enacting in lieu thereof one new Chapter 10 dealing with the same subject matter.

WHEREAS, the City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution; and

WHEREAS, City staff has decided to do a complete review of all chapters of the Moline Code of Ordinances to correct those items that are merely housekeeping in nature; and

WHEREAS, the City Council finds that a number of housekeeping changes are necessary in Chapter 2 of the Moline Code of Ordinances.

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

Section 1 – That Chapter 10, "ELECTIONS," of the Moline Code of Ordinances, is hereby amended by repealing Chapter 10 in its entirety and enacting in lieu thereof one new Chapter 10 dealing with the same subject matter, which shall read as attached (additions in underline; deletions in strikethrough):

Section 2 – All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to the provisions of this Ordinance.

Section 3 – This ordinance and every provision thereof shall be considered severable. If any word, phrase, clause, sentence, paragraph, provision, section, or part of this Ordinance is found to be void, unconstitutional, or otherwise unenforceable, all remaining portions of this Ordinance not so declared void, unconstitutional, or unenforceable shall remain in full force and effect.

Section 4 – This Ordinance will be in full force and effect upon passage, approval and publication in pamphlet form in the manner provided by law.

CITY OF MOLINE, ILLINOIS

Mayor

July 12, 2022
Date

Passed: July 12, 2022

Approved: July 26, 2022

Attest: _____
City Clerk

COW/COUNCIL ACTION REPORT

June 7, 2022

An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Chapter 2 in its entirety and enacting in lieu thereof one new Chapter 2 dealing with the same subject matter.

SUGGESTED ACTION: Pursuant to Strategic Goal 2.3F, staff is conducting a comprehensive review of all chapters of the Moline Code of Ordinances to correct those items that are merely housekeeping in nature. Proposed changes to Chapter 2, "ADMINISTRATION," were presented to the City Council at a meeting held on March 1, 2022. At that time, the Council approved said changes and provided direction requiring additional research. A redline ordinance is attached, as well as a memo addressing additional questions and suggestions.

Staff Recommendation: Approval

Fiscal Impact: N/A

ATTACHMENTS: [03 LGL ORD2 Amy-Margaret-Amending Entire Chapter 2-ATT1.pdf](#)
[03 LGL ORD2 Amy-Margaret-Amending Entire Chapter 2-ATT2.pdf](#)
[03 LGL ORD2 Amy-Margaret-Amending Entire Chapter 2-CBxg.docx](#)

Memorandum



To: City Council

From: Margaret Kostopulos, Corporation Counsel
Janine A.H. Parr, City Clerk
Amy Saunders, Legal Services Specialist
Rhonda Bartz, Legal Services Specialist

Date: May 31, 2022

Re: Chapter 2 – Responses to Questions from Alderman Schmidt and Alderman Wendt

This memorandum is in response to questions and proposed revisions received from Alderman Schmidt and Alderman Wendt at the March 1, 2022 Committee-of-the-Whole Meeting and subsequent questions and proposed revisions received from Alderman Wendt after said Committee-of-the-Whole Meeting.

Responses to Alderman Schmidt’s Questions and Proposed Revisions from the March 1, 2022 Committee-of-the-Whole Meeting:

1. In Section 2-2207(c)(1), change the ordinance to have the public hearings start at the actual time, or as close to the meeting time as possible, to accommodate the public.

Response: Staff’s recommendation is that no change is necessary and to maintain status quo.

2. Alderman Schmidt mentioned that the term “alderperson” is “clunky”. Margaret shared that the term was changed to “alderperson” per State statute.

Response: Staff’s recommendation is that the term “alderperson” is the appropriate replacement of the term “alderman” throughout Chapter 2 and in the remaining chapters of the Moline Code of Ordinances, as said chapters are reviewed and revised in their entirety.

3. Alderman Schmidt asked Margaret to review Section 20-3106 concerning alderpersons being “designated conservators of the peace”. He wanted to know what that entails.

Response: The Current City Code Section 2-3107 (2-3106 after current proposed revisions) states that the “[t]he mayor, and each alderman, shall be conservators of the peace, and as such shall exercise the powers conferred upon them under the statutes of the state.” This provision likely emanates from Section 3.1-15-25 of the Illinois Municipal Code, which states that after receiving a certificate attesting to the successful completion of a training course administered by the Illinois Law Enforcement Training Standards Board, the mayor, alderpersons,

president, trustees, marshal, deputy marshals, and policemen in municipalities shall be conservators of the peace. 65 ILCS 5/3.1-15-25(a). In turn, somebody who is a conservator of the peace has the following powers: (i) to arrest or cause to be arrested, with or without process, all persons who break the peace or are found violating any municipal ordinance or any criminal law of the State, (ii) to commit arrested persons for examination, (iii) if necessary, to detain arrested persons in custody over night or Sunday in any safe place or until they can be brought before the proper court, and (iv) to exercise all other powers as conservators of the peace prescribed by the corporate authorities.

Responses to Alderman Wendt’s Questions and Proposed Revisions from the March 1, 2022 Committee-of-the-Whole Meeting:

4. Alderman Wendt asked staff to check the various references to “appropriations” and “budget” to ensure that we are consistent.

Response: Staff recommends performing a search of the term “appropriations” and changing said term to “budget” where necessary. Said recommendation is reflected in the attached redlined version of Chapter 2.

5. Alderman Wendt asked what the term “corporate authorities” means, as there are many references to “corporate authorities” in Chapter 2.

Response: This question was addressed as part of the cleanup of Chapter 1. A definition for “corporate authorities” is included in Chapter 1, Section 1-1101, for approval by the City Council.

6. Alderman Wendt mentioned that there are no references to a requirement to publish things online or online publication. There are several references to publications in Chapter 2.

Response: See Response to Item #31 below.

Responses to Alderman Wendt’s Questions and Proposed Revisions received after the March 1, 2022 Committee-of-the-Whole Meeting:

7. 2-1105
 - a. (b) – I like the change from annual appropriations to an annual budget, but appropriations is used in a number locations in Chapter2
 - i. I’m not sure if those mentions of “appropriations” should be removed to clean things up.
 1. Eg. 2-1111(a)&(b),

Response: See response to Item #4 above.

- b. (e) – Do we use “Capital Improvement, Repair or Replacement Fund” anywhere else in the code?
 - i. Is this the same as the “capital improvement fund” referenced in 31-8106?
 - ii. Or “Capital Improvement Project Reserve Account” referenced in 31-5105?

Response: Staff recommends using “Capital Improvement Fund” to be consistent. Said recommendation is reflected in the attached redlined version of Chapter 2.

- c. (f) – The budget should be required to be published in a searchable form on the City Website accessible from the main page.
 - i. This would be a question for Carol, would it be possible to have that up for more than 10 days prior to passage?
 - 1. Can we post the proposed version and each new version until it is finalized so the public can see what is being considered and what has changed?

Response: Staff currently publish the budget and line item detail in searchable format (PDF), under the Finance Department section on the City website. Staff can also post this on the City’s main page if that is Council’s desire. We are required by statute to have the final budget available to the public 10 days prior to adoption. Staff are usually on a very tight schedule to meet the mandatory 10-day requirement, based upon when Council has made their final changes. That being said, if in any given year, time did permit an earlier posting on the website, staff could certainly do it. Unfortunately, the City’s accounting software does not offer “red-lined” versions to track changes. Staff currently posts the line item detail on Administration’s Proposed Budget to Council on the Website when the budget process begins. Then, throughout the budget work sessions, Council minutes are available highlighting all Council changes, which are available to the Public. The final proposed budget line items are then posted 10 days prior to adoption of the budget. The Council minutes are the best source of tracking Council’s proposed changes.

- 8. 2-1106
 - a. I assume “Rock Island Metropolitan Mass Transit District” is “Metrolink”.

Response: Yes, that is correct.

- 9. 2-1109
 - a. Should exclude indemnification for “Criminal Acts” or Knowingly and Willful acts against public policy?

Response: The Municipal Code does not include these words in the indemnification provision. Rather, the Tort Immunity Act exempts these actions. We can better mirror the statute with this change:

“(a) The City of Moline shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, arising out of or occurring within the scope of their employment or official duties whether civil, administrative or investigative (other than an action by or in the right of the City of Moline, an Illinois municipal corporation) by reason of the fact that such person is an official or employee or agent of the City of Moline (including commissions of the City of Moline), against expenses (including attorney’s fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding. Expenses incurred in defending an action, suit or proceeding, or threat thereof, may be paid by the City of Moline in advance of the final disposition of such action, suit or proceeding. Indemnification shall be granted to a person who has ceased to be an official, employee or agent of the City of Moline, with regard to acts performed while said person was an official, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.”

Said recommendation is reflected in the attached redlined version of Chapter 2.

10. 2-1110

- a. Is the 6 votes out of the 8 City Council members, or in this case does it also include the Mayor, so it is 6 out of the 9 elected officials? We should clarify this language.

Response: Staff’s recommendation is that no change is necessary and to maintain status quo.

11. 2-1111

- a. (b) “Capital Improvement Project or CIP” is defined differently than it is defined in 2-4915
 - i. Should we have refence to a specific Ordinance No. (3022-2021), or should we have things defined in the code. I believe that only the Art ordinance and one other place in the code does it refence a specific ordinance number.
 - ii. Annual Appropriation Ordinance is used in the Maintenance Fund definition

Response: Staff recommends changing the definition in Section 2-4915 to match the definition in Section 2-1111. Staff also recommends changing the term “appropriation” to “budget” as similarly recommended in the response to Question #4 above. Said recommendations are reflected in the attached redlined version of Chapter 2.

12. 2-2102

- a. (c) what does “runs for office on a partisan basis or with an affiliation with any political party” mean? Is that simply they can’t put a “D” or an “R” next to their name or is it something more?

- i. It seems to indicate it is something more than merely a “designation” as it also includes “affiliation”. Does this need to be defined, or has it been defined by a court case, etc?
- ii. We should strike everything after “valid candidate” striking “~~provided,~~ however...”

Response: By referendum in 2000, the City of Moline has non-partisan elections. This section implements that change. This means that candidates cannot run for office as candidates of an established political party or as an independent. For example, they may not run as the Republican candidate for alderperson. They may not designate on petitions that they are running as a member of a party. They may not run for office as a candidate affiliated with an established party. Staff recommends striking everything after “valid candidate” as suggested above. Said recommendation is reflected in the attached redlined version of Chapter 2.

13. 2-2108

- a. I don’t believe that this section should be cut off on Wednesdays by noon. I believe that we should be as accommodating to the public as possible when they petition or communicate to the Council. I will be moving to keep this as Thursday, if not Friday if possible.
- b. Under the second paragraph, how is the Council directing the Clerk to place such petitions... on the COW agenda? If the council has to make such direction then it will be way before Wed, Thur. or Friday of the following meeting. These two paragraphs don’t see to coincide well.

Response: Staff recommends making a change to Paragraph 1 (referenced in part a above) and recommends removing paragraph two (referenced in part b above). Said recommendations are reflected in the attached redlined version of Chapter 2.

14. 2-2200

- a. I know the 48 hr. posting is in the OMA act, but shouldn’t we codify that as well?
- b. Please codify that minutes to be approved will be published in “Draft” form as soon after the council meeting as possible, but no later than with the agenda for the following meeting. J
- c. Should “Committee-of-the-Whole” (a) and “regular meeting” (b) be defined in this ordinance?
- d. (a) – why did we change the approval of the calendar from “special ordinance” to a “resolution”?
 - i. There should be a space between “the” and “City” in the next to last line.
 - ii. Changing “shall” to “may”, is troublesome
 1. As it reads there is no requirement for proper public notice.
 2. Can anyone make this change unilaterally? The Mayor, Staff, once council member?

3. There should be a process for alternative meetings. Before it was required to be passed by special resolutions. Now there is no process and it isn't explained here.
 4. This change only applies to the COW meetings, was that the intent, because to change a regular meeting there still is a required "resolution" to be passed.
- e. (e)(1)a – Do we really need to notify the clerk 48 hrs to be virtual. If we are sick, often times you wouldn't know that. The set up time for virtual attendance should not be a big deal, and shouldn't need much lead time, and the equipment is already there in the chambers.
 - i. Unless it's required by state statute, we shouldn't be required to submit a special form to attend remotely. (I'm sure over the past year, this was not done)
 - f. (e)(1)b – Are the three reasons limited statute. Can a Home Rule community add additional reasons? I believe that if an Alderperson can attend virtually, their constituents should be deprived of representation because the Alderperson is on vacation with their family, or some other reason that does not fit within the three options outlined in (b)
 - g. (e)(6) – Do we really need this section?

Response: In response to part a above, staff recommends status quo, as this is a requirement per State statute.

In response to part b above, staff's recommendation is status quo. Publishing draft minutes can be problematic, and the City Clerk advises against it. The City Clerk consulted the PAC, and they chose not to comment, but did note that they understood that it could be problematic with accuracy.

In response to part c above, staff recommends status quo.

In response to part d above, former Corporation Counsel Derke Price advised City staff to get away from using special ordinances as other cities do not use special ordinances; only ordinances and resolutions.

In response to part d(i) above, staff will make all spacing changes upon submission of the final, clean version of Chapter 2. The spacing issue is a software issue.

In response to part d(ii) above, staff recommends changing the word "may" back to "shall". Said recommendation is reflected in the attached redlined version of Chapter 2.

In response to part d(ii)(1-4) above, staff recommends status quo, as these items are covered by State statute.

In response to part e above, staff recommends status quo due to the following language currently included in this Code section, “unless such notice is impractical”.

In response to part f above, the answer is “no”. Under the traditional remote meeting rules identified in OMA section 7(a), a quorum of a public body (i.e., city council) may allow a member of that body (i.e., alderman) to participate by audio or video conference for only 3 reasons: (i) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency. 5 ILCS 120/7(a). This is also reflected in Section 2-2200(e)(1)(b) of the City Code. Accordingly, vacation is not a valid reason for remote attendance.

In response to part g above, staff recommends status quo.

15. 2-2201

- a. (b) – This should include a requirement that it is posted on our website.
- b. (c) - Why are we making them file annual requests? I assume we are giving electronic copies and not physical copies, so it shouldn't cost anything to have additional e-mails on the distribution list. We can give authority to the Clerk to purge emails that are no longer viable.

Response: In response to part a above, staff recommends status quo, as this is already provided for in the OMA.

In response to part b above, currently, Section 2-2201(c) of the City Code states that the City Council shall provide copies of the schedule of meetings required by this section to any local newspaper of general circulation or to any local radio or television station that has filed an annual request for such notice.

Likewise, Section 2.02(b) of the OMA states that a public body will supply copies of the notice of its regular meetings, and of the notice of any special, emergency, rescheduled or reconvened meeting, to any news medium that has filed an annual request for such notice. Any such news medium shall also be given the same notice of all special, emergency, rescheduled or reconvened meetings in the same manner as is given to members of the body provided such news medium has given the public body an address or telephone number within the territorial jurisdiction of the public body at which such notice may be given. 5 ILCS 120/2.02(b). [Emphasis added].

Neither the City Code nor the OMA specify *how* the news media annual request for notice of meetings must be filed. In this case, filing /subscribing for notice via the City’s website is an acceptable method to receive this notice.

16. 2-2202

- a. (b) - for special meetings notice should be provided via e-mail, text and voice.
- b. (c) – it should also be posted on the main page of the website.

Response: Staff recommends status quo. These requirements are covered by the OMA.

17. 2-2205

- a. (b) – This scares me. It could be used by the majority to expel a member for missing one meeting because they go on vacation, or miss a meeting for any reason. If we want to increase it to 6 members that would be better, but I still think this section could be abused.

Response: Staff recommends status quo, as this would be considered a policy change, and the current complete review of Chapter 2 is for clean-up purposes only.

18. 2-2207 – This should clarify that this is for a “Regular Meeting” not a COW meeting

- a. (b) is only appointments that need to be in by 10:00am on Wednesday?
- b. (c) - We should have the ability to move up public comment in the order so they don’t have to sit through the entire meeting just to give public input.
 - i. Alternatively, and what I support, is to have two times to take public input. Once, early in the meeting and once at the end.
- c. (c)(1) – We discussed this at council regarding trying to get the public hearing as close to the time advertised as possible.
 - i. I think we could start the “regular” meeting at 6:00, do the pledge and hold the public hearing. We could then move to adjourn until the completion of the COW agenda.
 1. If we had a weird situation like Tuesday, we could open the COW, make the vote, adjourn until after the public hearing and adjournment of the regular meeting. Open the regular meeting, do the pledge, have the public hearing, adjourn until after the COW, complete the COW meeting then rejoin the regular meeting.

Response: In response to part a above, staff recommends changing “Wednesday” to “Tuesday”. Said recommendation is reflected in the attached redlined version of Chapter 2.

In response to parts b and c above, staff’s recommended changes are reflected in the attached redlined version of Chapter 2.

19. 2-2208

- a. These will be provided “bi-weekly”, where are they provided? They should be emailed to the Council so we don’t have to go and find them.
- b. The second sentence states “motion approved as provided for herein”; what is that? Where is that included in this section?

Response: In response to part a above, the City’s Expenditure Approval Listing is available on the City’s Intranet page going back to 2012. It can be viewed as follows: Go to the Moline Website, Login, Living & Visiting, Employee Intranet, City Council,

Expenditure Approval Listing. Finance is happy to email Council every cycle when a new listing has been uploaded to the website. Finance will begin notification June 1, 2022.

In response to part b above, staff recommends changing “motion approved as provided for herein” to “motion approved by majority vote”.

20. 2-2209

- a. This should be able to be adjusted with the vote of 6 of the 8 alderpersons.

Response: Staff recommends status quo, as this would be considered a policy change, and the current complete review of Chapter 2 is for clean-up purposes only.

21. 2-2211

- a. We should rotate the order of who presents in the same order that we rotate invocation and who votes first.

Response: Staff recommends status quo, as this would be considered a policy change, and the current complete review of Chapter 2 is for clean-up purposes only.

22. 2-2212

- a. I appreciate that we clarified this is only for “regular” meetings because at the COW we would violate this all the time. That being said, I still have some issues that we are limiting voice of the representatives of our residents arbitrarily. There will be times where debate requires people to talk more than twice. The majority of the council can always close debate if it is being abused, but to have rule that has no leeway is not good government.
 - i. The “leave of the chair” allows for those in the gallery to speak additional times, but not even that applies to elected officials.

Response: Staff recommends status quo.

23. 2-2213

- a. How shall the Council decide. Is that by majority vote?

Response: Staff recommends adding the term “majority vote”. Said recommendation is reflected in the attached redlined version of Chapter 2.

24. 2-2215

- a. Shouldn't the clerk always reduce every motion that is seconded to writing? When would we not do this as part of having good notes of the meeting?

Response: Staff recommends removing the last part of the sentence that reads, “and every motion shall be reduced to writing, if required by the chair or any alderman.” Said recommendation is reflected in the attached redlined version of Chapter 2.

25. 2-2216

- a. (a)(3) – Should option to Lay on Table indefinitely, or to a time certain

Response: Staff recommends status quo.

26. 2-2217

- a. (a)(4) – why does it have “and” at the end of that line? How does that work? Who decides if the previous question shall be taken, and how is that determined?

Response: Staff recommends changing “and” to “or”. Said recommendation is reflected in the attached redlined version of Chapter 2.

27. 2-2225

- a. (b) – it should not be required that the second to a motion to reconsider also voted in the majority, otherwise it effectively results a situation where two people would have to change their mind to revote on an issue. (see pg. 106 of Ericson’s Notes and Comments on Robert’s Rules, Revised Edition)

Response: Staff recommends status quo. This is a policy decision for Council. As the City has not adopted Robert’s Rules, Council is not bound by them, but can make a policy decision to change status quo. Staff is not aware of any inefficiencies in operation of the status quo.

28. 2-2228

- a. In Robert’s rules the maker of the motion can’t withdraw it after it is in possession of the Council unless a majority of the Council approves of the withdrawal.

Response: Staff recommends status quo. This is a policy decision for Council. As the City has not adopted Robert’s Rules, Council is not bound by them, but can make a policy decision to change status quo. Staff is not aware of any inefficiencies in operation of the status quo.

29. 2-2300

- a. Do we always use this exact phrase in all ordinances, I believe I’ve seen slight alterations to that language form time to time. Do we need this in our ordinance?

Response: Yes, as a general rule. Staff recommends status quo.

30. 2-2301

- a. (a) Why 72 hours? It needs to be posted via OMA 48 hours. Should we use that? Do ever read it in its entirety. If the majority waives this requirement would we still need to read it?

Response: The OMA does require 48 hours, not 72 hours. The City, if it desires, can pass an ordinance amending Section 2-2301(a) of the City Code to require 48 hours instead of the current 72 hours requirement.

31. 2-2304

- a. (a) If I understood what was said at the meeting shouldn't we take out "imprisonment"
- b. (a)(1,2) – We should include that this must be published on the website. It is my understanding that it might take some time for American Legal to update our Code online. We can however put an updated link on the Code of Ordinances landing page (as it is right now) and post recently adopted changes to the ordinance, and have them there until American Legal can get things updated. I do like having the redlined version of the ordinance posted so the public can see what was changed.

Response: In response to part a above, staff recommends removing the word "imprisonment" from paragraph (a). Said recommendation is reflected in the attached redlined version of Chapter 2.

In response to part b above, similar to Section 2-2304(a), Section 1-2-4 of the Illinois Municipal Code requires that all city ordinances imposing any fine, penalty, imprisonment, or forfeiture, or making any appropriation, shall (1) be printed or published in book or pamphlet form, published by authority of the corporate authorities, or (2) be published at least once, within 30 days after passage, in one or more newspapers published in the municipality, or if no newspaper is published therein, then in one or more newspapers with a general circulation within the municipality. 65 ILCS 5/1-2-4. Since the City of Moline is home rule, the City is not prohibited from amending Section 2-2304 to additionally require online publication of these ordinances.

Regarding the question "what should be changed," we don't think anything else in this section needs to be changed. Currently, Sections 2-2304(b) and (c) track the comparative state law language in 65 ILCS 5/1-2-4, so no changes are required.

32. We need to get the Complete Streets Committee codified

Response: Staff recommends not codifying the Complete Streets Committee, as it is considered a work group similar to the Special Events Committee. In addition, staff recommends developing a policy, similar to the Special Events Committee, that is not codified. Staff recommends keeping work groups separate from special committees/subsidiary boards, as defined by OMA.

33. 2-2401

- a. (a) – over the past 7 years we have had many "Special Committees" but all of them have had 2 council members and staff so that the meetings are not subject to OMA. Complete Streets is a great example.

Response: See response to Item #32 above.

34. 2-2501

- a. We should add the word “elected” at the end of this provision. To pass an unbalanced budget it needs to be 2/3 of all the elected members rather than just 2/3 of those that attend that meeting.

Response: Staff recommends status quo.

35. 2-3100

- a. Shouldn't this clarify that the person is a qualified elector in the ward, if running as an alderperson, or an elector in the City if running for Mayor or Alderperson at large. Is the intent that you need to reside anywhere in the City within the past year to run as an Alderperson, or do you need to reside in the particular ward for a year before running?

Response: In order to serve as alderman, the Illinois Municipal Code requires a person to both reside in the City for at least a year and reside in the ward that the person seeks to represent for one year. Please see the relevant state law provisions below that support this conclusion.

Section 3.1-10-5(a) provides that a person is not eligible for an elective municipal office unless that person is a qualified elector of the municipality and has resided in the municipality at least one year next preceding the election or appointment. 65 ILCS 5/3.1-10-5(a).

Additionally, Section 3.1-10-5(c) provides that a person is not eligible for the office of alderperson of a ward unless that person has resided in the ward that the person seeks to represent... at least one year next preceding the election or appointment. 65 ILCS 5/3.1-10-5(c).

36. 2-31043

- a. (a)(2) – An appointment of an alderperson should be with the consent of the then sitting council. The council has advise and consent for other appointments why not for this position?

Response: Staff recommends status quo. The Municipal Code has a few scenarios in which appointments to alderperson vacancies are filled depending on whether Council votes in favor or not. Therefore, you could make the following addition, but it is important to note that the appointment would not be valid if not done pursuant to State law, so the addition is not necessary:

“(2) Alderman: the mayor shall appointment a person, pursuant to State law, to fill the unexpired term until a successor is elected and has qualified.”

37. 2-31076

- a. Do we need an explanation of “conservators of the peace”?

Response: See response to Item #3 above. Staff recommends status quo.

38. 2-31087

- a. I’m not sure this makes sense. As written, it says “person who is an officer” must give items to the successor upon notification. But if they are still an officer, then their term is not yet done. Do they have to provide these things before the term is done, or upon the end of their term?
 - i. I don’t think we want a situation where the day after the election the successor demands all information, and a sitting elected official must give everything over within 5 days, even when they have a few weeks left on their term or be fined \$750 a day until it is done.
- b. The notification should be in **writing**, especially if they fail to provide such items they will be fined up to \$750 per day.
 - i. What damages would there be?

Response: Staff recommends the word “written” after the word “after” in the first line of Section 2-31087. Said recommendation is reflected in the attached redlined version of Chapter 2. No further changes necessary.

39. 2-31187

- a. (c) - The “consent” of the City Council should be a super majority if we are going to exempt someone from our ethics rules. This should also be a public vote.

Response: Staff recommends status quo, as this would be considered a policy change, and the current complete review of Chapter 2 is for clean-up purposes only.

40. 2-31198

- a. Do we currently provide a hard copy or digital copy? I never got a copy when I was elected.

Response: Yes. Copies of Chapter 2 are provided as part of the roles and responsibilities training for new Council members. No Code change necessary.

41. 2-3201

- a. (c) - we don’t elect the pro tem, I believe this is done on a rotation basis.
 - i. Maybe we should have a different process the mayor just being absent from certain things or a particular meeting vs. a longer term absence without resigning.

- b. (e)(5)b - \$100,000 seems like an extraordinarily larger number. Technically during Covid we have been under an emergency declaration and with this section a contract could be executed for \$100K that is unbudgeted without Council input.
- c. (e)(5)f,g – should this include cannabis if it includes liquor?
- d. (e)(6) – does this require the mayor to declare a new state of emergency after each and every meeting because the previous one expires at the end each council meeting following its declaration?
- e. (e)(7) – it should also be posted on the homepage of the website.

Response: In response to part a above, staff recommends revising Section 2-3201(c) to the following: “Following each mayoral election, the City Council approves, by resolution, a monthly rotating schedule designating an alderperson to serve as mayor pro tem, and who shall possess the power of the mayor during the absence or disability of the mayor.” Staff’s recommended changes are reflected in the attached redlined version of Chapter 2.

In response to part b above, staff recommends status quo, as this would be considered a policy change, and the current complete review of Chapter 2 is for clean-up purposes only.

In response to part c above, the Mayor’s authority under Section 2-3201(e) of the City Code to release person(s) imprisoned for violating provisions of the Moline City Code or other City ordinance tracks Section 3.1-35-15 of the Illinois Municipal Code, which states that the mayor or president may release any person imprisoned for violation of a municipal ordinance and shall report the release, together with the reasons for the release, to the corporate authorities at their first meeting after the release. 65 ILCS 5/3.1-35-15.

Whether this authority should extend to cannabis violations of the City Code is a policy question. Under the preceding authority, the mayor is authorized to use these powers for cannabis and liquor violations, or either or neither.

Furthermore, state law does not require a person to have a liquor license in order to obtain a cannabis license.

In response to part d above, staff recommends revising Section (e)(6) to read: “A statement of emergency declared by the mayor in accordance with this section shall expire not later than the call to order adjournment of the first regular meeting of the City Council after a statement of emergency is declared revoked by the mayor.” Staff’s recommended changes are reflected in the attached redlined version of Chapter 2.

In response to part e above, staff recommends adding the words, “and the City’s website” to the end of (e)(7). Said recommendation is reflected in the attached redlined version of Chapter 2.

42. 2-3502,3503

- a. 3502 - In the first section it calls for an “assistant city engineer”

- b. 3503(12) it calls for an “assistant director of engineering”.
- c. I assume these are the same positions. With the change to this section I think “assistant director of engineering” is most appropriate.

Response: In response to part a above, staff recommends changing the term “assistant city engineer” to “assistant director of engineering.” Said recommendation is reflected in the attached redlined version of Chapter 2.

In response to part b above, see the response to part a above.

In response to part c above, yes. See the responses to parts a and b above.

43. ~~2-3601~~3701 – “SAME – POSITION” is that the catchline you want?

Response: No. Staff recommends changing the catchline to “POSITION OF DIRECTOR OF FINANCE CREATED; APPOINTMENT; RESPONSIBILITY; QUALIFICATIONS.” Said recommendation is reflected in the attached redlined version of Chapter 2.

44. ~~2-3603~~3702 – “SAME – DUTIES” is that the catchline you want?

- a. (7) – what is included in “capitalized assets”? I think we should retain the reporting of real estate. I don’t think the city has a good handle on the property it owns.

Response: No. Staff recommends changing the catchline to “POWERS AND DUTIES.” Said recommendation is reflected in the attached redlined version of Chapter 2.

Concerning capitalized assets, the City capitalizes assets in accordance with GAAP and the City’s Capital Asset Guidelines. All land, land improvements, and ROW acquisitions are recorded cost. We have a detailed listing of all assets that tie out to the annual audit report.

45. ~~2-3603~~37034 - “SAME – DIVISION DUTIES” is that the catchline you want?

- a. I think the Section number isn’t correct on this one. I think the 4 is erroneous at the end.

Response: No. Staff recommends changing the catchline to “PERSONNEL IN DEPARTMENT OF FINANCE.”. Staff recommends removing the “4” at the end of this section number. Said recommendations are reflected in the attached redlined version of Chapter 2.

46. 2-4205

- a. Should we be consistent with the City Fiscal Year. This one is April to March.
- b. This is the only commission that has a Fiscal year, why is that?

Response: Staff recommends changing the language in this section to read as follows, “The fiscal year for the commission shall be from the first day of January to the last day of December next following.” Said recommendation is reflected in the attached redlined version of Chapter 2.

47. 2-4209

- a. Is this done? I’ve never seen it.

Response: Yes, this is being done.

48. 2-4300 – Board of Local Improvements

- a. I’m not familiar with this. Does it meet? What does it do, I can’t find it on the City Website.

Response: No, it does not meet. Staff is seeking Council direction on whether to maintain this board.

49. 2-4302

- a. Have we ever paid these members?

Response: See response to Item #48 above.

50. 2-5114

- a. If someone is asking for the city to help finance an economic development project, do we ever require a payment of \$3,000?

Response: This has not been done for a while. Staff seeks Council direction on whether to start enforcing this ordinance or removing this provision from Chapter 2.

51. 2-5115

- a. Have we ever done this? When would we do this?

Response: This section applies only to revenue bonds, and the City currently does not have any revenue bonds outstanding. Our current O/S debt goes back to 7/10, and all bonds are currently General Obligation Bonds. If and when the City ever issues Revenue Bonds, the City could implement this if Council desires. Keith Verbeke said since he’s been here (2003), the City has never issued revenue bonds as they are more expensive than GO debt.

52. At the last council meeting during the informational regarding the changes to Chapter 2 I had asked if we remove Table 2-6110.1 were all those fines also codified in their respective code sections as well. I was told that they were.

(<https://www.youtube.com/watch?v=PYOqchcxeyU> @ 1:30:50-1:31:30) minutes)

Unfortunately this is not true. Today I received another complaint from a resident regarding signs that are placed around town in the ROW. I submitted another GO Request and included the code section so staff would have it. When doing so I noticed the fines included in Table 2-6110.1 were NOT codified in 3-2108.

<http://moline.il.us/ArchiveCenter/ViewFile/Item/5870> (pg. 8-14)

<http://moline.il.us/ArchiveCenter/ViewFile/Item/5931> (COW Agenda Pg. 1, 3-4)

<http://moline.il.us/ArchiveCenter/ViewFile/Item/5964> (COW Minutes)

<http://moline.il.us/ArchiveCenter/ViewFile/Item/5931> (CC Agenda Pg. 1, 10-11)

<http://moline.il.us/ArchiveCenter/ViewFile/Item/6030> (CC Minutes Pg. 2)

Please let me know if this is the only one that is not codified from table 2-6110.1, and what are your recommendations on how to move forward if staff's recommendation is still to eliminate table 2-6110.1 from Chapter 2.

Response: In order to ensure that (1) all items in Table 2-6110.1 (the "Table") are codified within the Moline Code of Ordinances; and (2) that the Table is eventually removed from Chapter 2, per the advice of the City's Code codifier, American Legal, staff recommends the following plan of action:

The minimum fines listed in the Table are listed in chapter order, beginning with Chapter 3. The chapters that are referenced in the Table are Chapters 3, 4, 7, 8, 9, 11, 14, 15, 17, 20, 21, 22, 23, 26, 28, 32 and 35. Some Code chapters do not have any minimum fines listed in the Table. Staff recommends making no revisions to the Table at this time and leaving the Table in Chapter 2 in its entirety. As each Code chapter is reviewed as part of staff's complete Code clean-up project, staff would ensure that each item in said Code chapters are codified within each chapter represented in the Table. Then, when all Code chapters represented in the Table have been reviewed, cleaned-up and approved by Council, staff recommends preparing an Ordinance, for Council approval, removing the Table, in its entirety, from Chapter 2.

CHAPTER 2

ADMINISTRATION

Art. I. In General, §2-1100 - §2-11101

Art. II. The City Council,

Div. 1. In General, §2-2100 - §2-

210811

Div. 2. Meetings, §2-2200 - §2-2238

Div. 3. Adoption of Ordinances, §2-2300 - §2304

Div. 4. Committees, §2-2400 - §2-2406

Div. 5. Balanced Budget Policy, §2-2500 - §2-2502

Art. III. Officers,

Div. 1. In General,

Pt. A. Miscellaneous, §2-3100 - §2-310940

Pt. B. Conflicts of Interest, §2-31101 - §2-

311819

~~Pt. C. State Gift Ban Act, §2-3120 - §2-3125~~

Pt. CD. State Mandated Officials and Employees Ethics Act, §2-

311926 - 312835

Div. 2. Executive Department, §2-3200 - §2-3205

Div. 3. The City Clerk, §2-3300 - §2-33056

Div. 4. Director of Public Works, §2-3400 - §2-

34063

~~Div. 5. Reserved~~Director of Engineering, §2-3500

- §2-3503

~~Div. 6. Accounts and Finance Office~~Director of

Utilities, §2-3600 - §2-3603

Div. 7. Director of Finance, §2-3700 - §2-3703

Art. IV. Boards and Commissions,

Div. 1. In General, §2-4100 - §2-41032

Div. 2. Moline Commission on Youth, §2-4200 - §2-4209

Div. 3. Board of Local Improvements, §2-4300 - §2-4305

Div. 4. Board of Fire and Police Commissioners, §2-4400 - §2-4406

Div. 5. Foreign Fire Insurance Tax Revenue Administrative Board, §2-4500 - §2-4503

Div. 6. Keep Moline Beautiful Commission, §2-4600 - §2-4604

Div. 7. Human Rights Commission, §2-4700 - §2-4708

Div. 8. Moline Centre Main Street Commission, §2-4800 - §2-4804

Div. 9. Public Art Commission, §2-4900 - §2-4905~~30~~

Art. V. Procedures for Issuance of Bonds, §2-5100 - §2-5115

Art. VI. Judiciary

Div. 1. Administrative Adjudication ~~Of~~ of City Ordinance

Violations, §2-6100 –§ 2-611~~7~~

Div. 2. Administrative Hearing Procedure for Public Safety Employee Benefit Claims, §2-6200 –§2-6202

ARTICLE I. IN GENERAL

SEC. 2-1100. CITY SEAL DESCRIBED.

The seal hitherto in use for the City, a mechanical device, on which is in the center, a governor with a beveled cogwheel; on the left an anvil and sledge, and on the right a spur-cogwheel and mill burr, the whole surrounded by the inscription "City of Moline incorporated August 29, 1872," shall be the corporate seal of the City.

SEC. 2-1101. CUSTODY AND USE OF THE CITY SEAL.

The corporate seal of the City shall be in the custody of the city clerk to be used by said clerk in all cases provided for and by this Code or other ordinances of the City, or the laws of the state; and in all such other cases where, by the laws and customs of any state or nation the use of the corporate seal of the City may be requisite or proper.

SEC. 2-1102. MUNICIPAL YEAR ESTABLISHED.

The municipal year shall commence on the first day of ~~May~~ January in each year.

SEC. 2-1103. FISCAL YEAR ESTABLISHED.

The fiscal year of the City shall coincide with the calendar year. Therefore, the fiscal year of the City shall commence on the first day of January in each year.

(Ord. No. 2000-08-01; Sec. 2-1103 repealed; new Sec. 2-1103 enacted; 08/22/00)

SEC. 2-1104. CITY DEPOSITORIES DESIGNATED.

The ~~accounts and finance officer~~ Finance Department of the City of Moline is hereby authorized to keep funds and monies of the City in any financial institution meeting the requirements for financial institutions and investments as established from time to time by resolution of the City Council and labeled "Investment_Policy of the City of Moline, Illinois."

~~SEC. 2-1105. ANNUAL APPROPRIATION ORDINANCE: PASSAGE; COMPLIANCE REQUIRED; EXCEPTIONS~~ BUDGET FINANCE SYSTEM

ESTABLISHED.

~~(a) The City Council shall, within the first quarter of each fiscal year, pass an ordinance, to be termed the "Annual Appropriation Ordinance," in which the City Council may appropriate such sum of money as may be deemed necessary to defray all necessary expenses and liabilities of the City, and in the ordinance, the City Council shall specify the objects and purposes for which the appropriations are made and the amount appropriated for each object and purpose. No further appropriations shall be made at any time within that fiscal year, unless the proposition to make such appropriation has been first sanctioned by a majority of the legal voters of the City, either by a petition signed by them, or at a general or special election, duly called therefor.~~
The City hereby adopts the budget finance system, as codified in 65 ILCS 5/8-2-9.1 through 65 ILCS 5/8-2-9.9 of the Illinois Municipal Code, as now or hereinafter amended.

~~(b) Neither shall the City Council nor any department or officer of the City, add to the appropriation expenditures in any one year anything over and above the amount provided for in the annual appropriation ordinance of that year, except as provided in this section, and no expenditure of any improvement to be paid for out of the general fund of the City, shall exceed in any one year the amount provided for the improvement in the annual appropriation ordinance; however, nothing contained in this section shall prevent the City Council from ordering by a two-thirds vote on any improvement, the necessity of which is caused by any casualty or accident happening after such appropriation bill shall have been made. The City Council may, by a like vote, order the mayor to borrow a sufficient amount to provide for the expense necessary to be incurred in making any improvements, the necessity of which has arisen subsequent to the close of the preceding fiscal year, and which sums shall not be borrowed for a term longer than the close of the next fiscal year, which sum and the interest shall be added to the amount authorized to be raised by the next general tax levy, and embraced therein. Should any judgment be obtained against the City, the mayor, under the sanction of the City Council, may borrow a sufficient sum to pay the same, for a space of time not exceeding the next fiscal year, which sum and interest shall be added to the amount authorized to be raised in the general tax levy of the next year, and embraced therein.~~
Passage of the annual budget by the corporate authorities shall be in lieu of passage of an annual budget ordinance. The annual budget shall be adopted by the corporate authorities before the beginning of the fiscal year to which it applies.

(Ord. No. 2003-05-05; references to standing committees repealed throughout the Code and updated with "City Council" or "Committee-of-the-Whole;" 05/13/03)

~~(c) No contract shall be hereafter made by the City Council, or any committee or member thereof, and no expense shall be incurred by any of the officers or departments of the City, whether the object of the expenditure shall have been ordered by the City Council or not, unless an appropriation shall have been previously made concerning such expense, except as expressly provided by the statutes of the state.~~
The city administrator is hereby appointed the budget officer for the City of Moline. The city administrator may assign some or all of the budget officer's responsibilities and duties, provided the city administrator shall remain responsible for the performance thereof.

~~(d) The budget officer shall have the powers and duties specified in 65 ILCS 5/8-2-9.1 through 65 ILCS 5/8-2-9.9 of the Illinois Municipal Code, as now or hereinafter amended, in addition to any authority conferred upon the budget officer by the corporate authorities of the City.~~

~~(e) Monies may be accumulated in a separate fund for the purpose or purposes of specific capital improvements, repair and/or replacements of specific types of municipal equipment or other tangible property both real and personal, to be designated as the "Capital Improvement Fund." Expenditures from the Capital Improvement Fund shall be budgeted in the fiscal year in which the capital improvement, repair or replacement will occur.~~

~~(e)(f)~~ The corporate authorities shall make the tentative annual budget conveniently available to public inspection for at least ten (10) days prior to passage of the annual budget, by publication in such form as the corporate authorities may prescribe. Not less than one week after the publication of

the tentative annual budget, and prior to final action on the budget, the corporate authorities shall hold at least one public hearing on the tentative annual budget after which hearing or hearings the tentative budget may be further revised and passed without further inspection, notice or hearing. Notice of this hearing shall be given at least one week prior to the time of the hearing by publication in a newspaper having a general circulation in the City.

SEC. 2-1106. LOCAL MASS TRANSIT DISTRICT ESTABLISHED; POWERS.

(a) There is hereby created and established a local mass transit district to be known as the "Rock Island Metropolitan Mass Transit District" in accordance with and pursuant to the provisions of 70 ILCS 3610/3.

(b) The "Rock Island County Metropolitan Mass Transit District" shall encompass the areas within the corporate limits of Rock Island, Moline, East Moline, Silvis and Milan, and shall have all the powers, rights and duties enumerated and granted pursuant to the provisions of the Local Mass Transit District Act, being 70 ILCS 3610/1 through 3610/9, and such others as are provided by law.

SEC. 2-1107. USE OF CITY OWNED VEHICLES.

(a) City-owned vehicles shall be used by City employees only, and said vehicles shall be used solely in connection with and in the course of City business. Said vehicle shall not be used for the private purpose of City employees, and the vehicles shall in no case be used by members of employees' families, friends, or any other persons.

(b) No City employee, except a department head or a person specially designated by the city administrator, shall take a City-owned vehicle overnight; department heads and designated employees, however, shall not use the auto in violation of subsection (a) hereof, or allow same to be done.

(c) Misuse of a City vehicle shall be cause for suspension or dismissal.

SEC. 2-1108. PAYMENT OF CITY PAYROLL.

~~The accounts and finance officer~~ director of finance of the City of Moline, or one authorized to act in said officer's behalf by the City Council, is hereby authorized to pay wages and salaries of all officers and employees of the City in accordance with union contracts for employees covered thereby; resolutions of the City Council providing for wages, salaries, benefits, and other conditions of employment for employees not so covered; and ordinances for elected officers; but provided, proper payroll documentation has been submitted by department heads or other officials so designated to do so, ~~and sufficient appropriations~~ budget accommodations have been made for said purposes and a properly executed warrant drawn on the City treasury has been received.

(Ord. No. 93-6-2, §2-1108 amended; 06/08/93)

SEC. 2-1109. INDEMNIFICATION.

(a) The City of Moline shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, arising out of or occurring within the scope of their employment or official duties whether civil, administrative or investigative (other than an action by or in the right of the City of Moline, an Illinois municipal corporation) by reason of the fact that such person is an official or employee or agent of the City of Moline (including commissions of the City of Moline), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding. Expenses incurred in defending an action, suit or proceeding, or threat thereof, may be paid by the City of Moline in advance of the final disposition of such action, suit or proceeding.

Indemnification shall be granted to a person who has ceased to be an official, employee or agent of the City of Moline, with regard to acts performed while said person was an official, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

(b) Nothing in this section is intended to authorize the violation of public policy by providing indemnification for payment of punitive damages.

SEC. 2-1110. PROCEDURES TO BE FOLLOWED IN INCURRING INDEBTEDNESS FOR CORPORATE PURPOSES; ISSUING NONREFERENDUM BONDS TO EVIDENCE INDEBTEDNESS; LEVYING TAX TO PAY PRINCIPAL AND INTEREST.

(a) The City of Moline, Rock Island County, Illinois, acting by its City Council, with the affirmative votes of six (6) of its members, may from time to time borrow money for proper public purposes and in evidence of such borrowing issue its full faith and credit bonds (general obligation) payable from ad valorem taxes to be levied without limitation as to rate or amount against all taxable property situated within the City. Such bonds may be issued without the submission of the question of their issuance to the electors of the City for their approval, and the procedures for the issuance of such bonds shall be substantially as herein provided.

(Ord. No. 95-5-2 §2-2110 (a) repealed; new (a) enacted, 05/16/95)

(b) The City Council shall adopt an ordinance (hereinafter designated as the "bond ordinance") describing the public purpose or purposes to be accomplished by such borrowing and in such bond ordinance shall make a finding and determination that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, which finding and determination shall be deemed conclusive.

(c) The bond ordinance shall indicate the amount of money necessary to be borrowed, the amount of bonds to be issued in evidence thereof, shall fix the details of such bonds, including the date, number, denomination and maturity, which shall not exceed forty (40) years from the date of said bonds, terms of redemption with or without premium, if redeemable prior to maturity, and the rate or rates of interest. The bonds shall be sold in such manner and at such time as may be determined by the City Council.

A contract for the sale of such bonds may be entered into prior to the adoption of the bond ordinance or the bond ordinance may provide for the subsequent sale of the bonds therein authorized. In the event of such subsequent sale and bonds are sold bearing interest at a rate or rates less than the maximum rate authorized in the bond ordinance, prior to the delivery of such bonds, the taxes levied in the bond ordinance shall be abated by that amount representing the savings resulting from the sale of said bonds at a lower rate of interest than authorized in the bond ordinance.

(d) The bond ordinance shall direct the execution of the bonds therein authorized on behalf of the City of Moline by the signatures of the mayor and the clerk of said City, shall require the seal of the City to be affixed to such bonds, shall determine whether such bonds to be issued shall be registered in the name of the owner as to principal only or whether the same shall be fully registered as to both principal and interest, shall indicate the place or places of payment of the principal and interest maturing on said bonds and shall set forth the form of bond.

The mayor may designate a deputy to affix said mayor's signature to any full faith and credit bonds of the City, which are required to be signed by the mayor. In such case, the mayor shall deliver to the City Council a written notice of such designation, such notice stating the name of the person so selected and the specific bonds, which such person shall have authority to sign as deputy of the mayor. Said notice shall have attached thereto a written signature of the mayor executed by the person so designated to sign, together with the personal signature of the deputy authorized to sign on behalf of the mayor. Each such notice shall be recorded in the official journal of the proceedings of the City Council and then filed with the city clerk. When the signature of the mayor is placed on a full

faith and credit bond of the City at said mayor's direction in the specified manner, such signature in all respects shall have the same legal effect as if signed by the mayor in person.

(e) The bond ordinance shall make provision for the payment of such bonds, both principal thereof and interest thereon until maturity, by the levy of a direct annual tax upon all the taxable property within the City of Moline sufficient for such purpose. A copy of such bond ordinance, as adopted, certified to by the city clerk, should be filed in the office of the county clerk of the county or counties within which any part of the City of Moline may be situated. Such bond ordinance, as so filed, shall constitute the authority for the county clerk or county clerks in and for each of the years for which taxes are levied in said bond ordinance, to extend such taxes for collection against all the taxable property situated within the City of Moline. The taxes so levied for the payment of principal and interest on the bonds shall be extended annually by the county clerk or county clerks without limitation as to rate or amount and such taxes shall be in addition to and in excess of all other taxes levied or authorized to be levied by the City of Moline. Except as provided herein, such taxes so levied shall not be subject to repeal or abatement in any manner whatsoever until such time as all the bonds authorized and issued under the terms of said bond ordinance shall have been paid in full, both principal thereof and interest thereon, up to and including the date of maturity; provided, however, that if the City of Moline has other funds available, the City Council may appropriate such funds and deposit them in trust with the payment agent for the purpose of the payment of any of the maturities of bonds or interest thereon, in which event the taxes so levied to pay such principal or interest may be abated by the amount so deposited, such abatement to be directed by ordinance of the City of Moline, duly adopted by the City Council and placed on file with the county clerk or county clerks at any time prior to the extension of such taxes for collection.

(f) The provisions of any bond ordinance shall constitute ~~an appropriation~~ a budget of the amounts required as therein referred to and described, and upon the delivery of the bonds therein authorized, the proceeds thereof shall be used solely and only for the purpose or purposes for which the bonds were authorized.

(g) Any bonds authorized and issued pursuant to the provisions of any bond ordinance adopted pursuant to the provisions hereof, and also any bonds heretofore issued and outstanding, which by their terms are payable from taxes unlimited as to rate or amount and levied against all the taxable property within the City of Moline, may be refunded prior to their maturity or at their maturity, and including the refunding of matured interest coupons evidencing interest upon such unpaid bonds. The issuance of refunding bonds shall be authorized by a refunding bond ordinance, which shall be adopted in the manner and subject to the terms, conditions and provisions as herein required for the issuance of bonds for public purposes.

(h) Pursuant to the authority granted by Section 6 of Article VII of the 1970 Constitution of Illinois, the procedures hereinabove set forth for the issuance of full faith and credit bonds (general obligation) shall be controlling and shall be complied with by the City of Moline in the borrowing of money through the issuance of general obligation bonds of the City, notwithstanding any provisions to the contrary contained in the Illinois Municipal Code and all acts amendatory thereof and supplementary thereto and in any other law or laws of the State of Illinois.

SEC. 2-1111. ESTABLISHMENT OF AND REQUIREMENTS FOR PUBLIC ART ACQUISITION AND MAINTENANCE FUND.

(a) **Establishment of Public Art Acquisition and Maintenance Fund.** In order to support the implementation of the City's Public Art Master Plan and the Public Art Program in the Moline Downtown and Cultural Corridors, the acquisition and maintenance of Public Art, and Public Art Programs, each as further defined and set forth in Division 9 of this Chapter 2, there is hereby created a dedicated Public Art Acquisition and Maintenance Fund that will be a specific line item in the Annual ~~Appropriation~~ Budget Ordinance.

(b) **Definitions.** As used in this Section 2-1111, the following words and phrases will have the

meanings set forth below, and such other capitalized words and phrases will be as defined in Division 9 of this Chapter 2 or Chapter 35, Article IV, Division 3 of this Code.

Capital Improvement Project or **CIP** means certain capital improvement projects located in the Downtown Moline Public Art Program Area funded by the City.

Downtown Moline Public Art Program Area is that area designated in Ordinance No. 3022-2021.

Public Art Acquisition and Maintenance Fund means the line item fund in the Annual Appropriation Ordinance ~~Ordinance~~ Budget into which Public Art donations and funding are allocated and transferred.

Public Art Program means the Public Art Program of the City in the Downtown Moline Public Art Program Area.

(c) **Use of Funds.** Public Art Acquisition and Maintenance Fund will only be used for the acquisition, commissioning, exhibition, maintenance, and conservation of Public Art, as recommended by the Public Art Commission and approved by the Corporate Authorities, as well as the following:

- (1) Artist fees including travel and expenses related to travel;
- (2) Artwork fabrication and installation;
- (3) Acquisition of existing Artwork;
- (4) Relocation of existing Artwork;
- (5) Required permits and insurance during fabrication and installation of Artwork;
- (6) Preparation of the site necessary to receive the artwork; electrical, water or mechanical service for activation of the artwork; and
- (7) Curators and contracted Artwork services.

In no event will these funds be used for the following:

- (1) Reproductions by mechanical or other means of original artwork; provided, however, limited editions controlled by the artist, or original prints, cast sculpture or photographs may be included;
- (2) Decorative ornamental or functional elements which are designed by the architect or consultants engaged by the architect;
- (3) Vegetative materials, pool(s), paths, benches, receptacle, fixtures, planters, etc., except when designed by artists;
- (4) Art objects which are mass-produced or of standard design, such as playground sculpture or directional fountains or other functional elements, except when designed by artists;
- (5) Walls, pools or other architectural elements on or in which the artwork is placed or affixed; and
- (6) Professional graphics, mass-produced work or work not produced by a Public Art Commission recommended artist.

(d) **Sources of Funds.** The following sources will be used to fund the City's Public Art Program:

- (1) An annual budget allocation as recommended by the Public Art Commission and as may be approved by City Council from time to time;
- (2) An annual allocation equal to two percent of the City's total annual Capital Improvement

Project budget for certain Capital Improvement Projects in the Downtown Moline Public Art Program Area; and

(3) Public Art Program financial grants and other financial donations and gifts.

In addition, the Corporate Authorities may, upon recommendation from the Public Art Commission, from time to time, authorize the use of tax increment financing and other City economic development programs to promote and facilitate the installation of Public Art. The authorization of the allocation of these funds by the Corporate Authorities will not be deposited in the Public Art Acquisition and Maintenance Fund, and instead will be allocated on a project by project basis and may be in addition to funds from the Public Art Acquisition and Maintenance Fund.

(e) **Limitation of Capital Improvement Project Budget Allocations.** All capital improvement projects qualify except the following:

(1) regular road maintenance; and

(2) underground infrastructure and underground utility projects with no above-ground components other than roads.

Capital improvement projects with underground infrastructure, including utility projects, should be included only when there are visual elements of the project above ground. The total budget of the capital improvement project shall include all underground components.

(f) **Relationship Between Public Art Acquisition and Maintenance Fund and Public Art Annual Work Plan.** ~~Appropriations~~ Budgeting for Public Art will be made through the recommendation by the Public Art Commission and approval by the Corporate Authorities of the Public Art Annual Work Plan submitted in the annual budget. This Public Art Annual Work Plan will show the funding from that year's CIP and identify appropriate Public Art projects to be pursued for the upcoming year.

(Ord. No. 3022-2021, Sec. 2-1111 enacted; 8/31/21)

ARTICLE II. THE CITY COUNCIL

DIVISION 1. IN GENERAL

SEC. 2-2100. COMPOSITION.

The City Council shall consist of the mayor and eight (8) ~~the aldermen~~ alderpersons. One (1) alderperson is elected from each of the seven (7) City wards to represent each respective ward, and one (1) at-large alderperson is elected from the City-wide electorate and represents the entire City population.

SEC. 2-2101. ~~TERMS OF ALDERMEN~~ ALDERPERSONS.

~~Aldermen~~ Alderpersons elected shall hold office for a term of four (4) years expiring on May 1 after the municipal election and until their successors are elected and qualified.

SEC. 2-2102. PERSONS INELIGIBLE TO BE A MEMBER OF THE CITY COUNCIL; NON-PARTISAN ELECTIONS.

(a) No person shall be eligible to the office of ~~alderman~~ alderperson unless such person shall be a qualified elector and reside within the ward for which such person is elected; nor shall such person be eligible if said person is in arrears for the payment of any tax or other liability due in said City; nor shall said person be directly or indirectly interested in any contract whatsoever to which the City is a party; nor shall said person be eligible if said person shall have been convicted of malfeasance, bribery, or other corrupt practices or crimes; nor shall said person be eligible to any office, the salary

of which is payable out of the City treasury, if at any time of such appointment such person shall be a member of the City Council; nor shall any member of the City Council at the same time hold any other office under the City government; nor shall said member be either directly or indirectly, individually or as a member of a firm, engaged in any business transaction, other than official with the City, through its mayor or any of its authorized boards, agents, or attorneys, whereby any money is to be paid, directly or indirectly, out of the City treasury to such member or firm.

(b) The offices of mayor and City ~~alderman~~Alderman shall be elected at nonpartisan elections and, if necessary, non-partisan primaries.

(1) The mayor and City ~~aldermen~~Aldermen of the City of Moline, ~~elected at the Consolidated Election, elected at the Consolidated Election held in 2001 (mayor and the “2001 aldermen~~Aldermen) shall hold office for four (4) years and until their respective successors are elected and qualified. The provisions of this proposition and applicable law, in particular ~~65 ILCS 5/3.1-25-15 through 65 ILCS 5/3.1-25-55, inclusive, of the Illinois Municipal Code, shall govern the election of the successors of the mayor and “2001 aldermen~~Aldermen,” except that where such provisions refer to President, Trustees and Village, they shall be read as mayor, ~~aldermen~~Aldermen and City, respectively and except references to ~~65 ILCS 5/3.1-25-60 and 65 ILCS 5/3.1-25-70 shall be ignored. Such successors shall be nominated at a primary election to be held at the Consolidated Primary of 2005 and every fourth year thereafter (if a primary is necessary pursuant to the provisions of 65 ILCS 5/3.1-25-15 through 65 ILCS 5/3.1-25-55, inclusive, of the Illinois Municipal Code), and elected at a general election to be held at the Consolidated Election in 2001 and every fourth year thereafter.~~

~~(2) The four (4) aldermen~~Aldermen of the City of Moline elected at the Consolidated Election in 1999 (the “1999 aldermen”Aldermen) shall hold office until their successors are elected and qualified. The provisions of this proposition and applicable law, in particular, ~~65 ILCS 5/3.1-25-15 through 65 ILCS 5/3.1-25-55, inclusive, of the Illinois Municipal Code including exceptions noted above, shall govern the election of the successors of the “1999 aldermen~~Aldermen.” Such successors shall be nominated at a primary election to be held at the Consolidated Primary of 2003 and every fourth year thereafter (if a primary is necessary pursuant to the provisions of ~~65 ILCS 5/3.1-25-15 through 65 ILCS 5/3.1-25-55, inclusive, of the Illinois Municipal Code), and elected at a general election to be held at the Consolidated Election in 2003 and every fourth year thereafter.~~

~~(3)~~(2) Any election to fill a vacancy in the office of mayor or of an ~~1999 Alderman~~Alderman to be held prior to or at the regularly scheduled ~~2003 elections shall be in accordance with the provisions of this proposition and applicable law, in particular, 65 ILCS 5/3.1-25-15 through 65 ILCS 5/3.1-25-55, inclusive, of the Illinois Municipal Code including exceptions noted above.~~

(c) Effective January 1, 2002, and continuing thereafter, if a candidate for any office mentioned in this section participates, campaigns or otherwise runs for office on a partisan basis or with an affiliation with any political party, such candidate shall be disqualified from office, and any such person running with any such designation or affiliation shall not be certified by the city clerk as a valid candidate; provided, however, that any such person already elected and serving in office at the time of the enactment of this ordinance shall be permitted to affiliate with political parties or maintain their political designation with respect to their office until their current term expires or until a vacancy occurs in such person's position, whichever first occurs.

(d) Any election to fill any vacancy in any of the offices enumerated herein, which is to be held after the effective date of this ordinance, shall be held in accordance with the provisions of this proposition and ordinance and applicable law, and in accordance with the General Election Law; provided, however, that where any such provision would conflict with this ordinance, then this ordinance shall supersede such conflicting provision as an enactment of the City of Moline's home rule powers.

(Ord. No. 2002-07-03; Sec. 2-2102 repealed in its entirety; new Sec. 2-2102 relating to the same subject matter enacted; 07/02/02)

SEC. 2-2103. THE CITY COUNCIL TO BE THE JUDGE OF THE ELECTION AND QUALIFICATIONS OF ITS MEMBERS.

The City Council shall be judge of the election and qualifications of its own members.

SEC. 2-2104. AUTHORITY OF THE CITY COUNCIL TO PUNISH ITS MEMBERS, AND DETERMINE THE RULES OF ITS PROCEEDINGS.

The City Council shall determine its own rules of proceeding and punish its members for disorderly conduct; however, any ~~alderman~~Aldersperson who shall have been convicted of bribery shall thereby be deemed to have vacated the office.

SEC. 2-2105. AUTHORITY TO PUNISH FOR DIRECT CONTEMPT.

The City Council shall have the power to punish persons for direct contempt of the City Council, which punishment shall be imposed by the City Council, and shall consist of a fine of not more than five hundred dollars (\$500.00).

SEC. 2-2106. COMPENSATION.

~~(a) Each alderman~~Aldersperson shall receive a salary of four thousand six hundred dollars ~~(\$4,600.00) per municipal year, paid on a bi-weekly basis. This salary shall be compensation for attendance at all regular meetings and all special meetings of the City Council and any other services performed in the capacity of alderman~~Aldersperson.

~~(b)(a) Effective May 2, 2017, e~~Each aldermanAldersperson shall receive a salary of eight thousand dollars (\$8,000.00) per municipal year, paid on a bi-weekly basis. This salary shall be compensation for attendance for all regular and all special meetings of the City Council and any other services performed in the capacity of ~~alderman~~Aldersperson.

~~(c)(b)~~ No other compensation shall be allowed to any ~~alderman~~Aldersperson for attendance at a regular meeting or a special meeting of the City Council or for any other services performed in the capacity of ~~alderman~~Aldersperson. This subsection ~~(b)~~ shall not preclude reimbursement for actual expenses of travel, meals, and lodging incurred by ~~aldermen~~Alderspersons in attending meetings on behalf of the City other than regular and special meetings of the City Council.

(Ord. No. 94-11-2; Sec. 2-2106 repealed; new Sec. 2-2106 enacted; 11/01/94) (Ord. No. 95-1-7 ratified and clarified Ord. No. 94-11-2, 01/24/95)

(Ord. No. 2001-02-01; Sec. 2-2106 (a) repealed; new Sec. 2-2106 (a) enacted; 02/06/01) (Ord. No. 3035-2014; Sec. 2-2106 repealed; new Sec. 2-2106 enacted; 01/06/15)

SEC. 2-2107. APPOINTMENTS BY CITY COUNCIL.

(a) Unless the authority for appointment of persons to organizations or for performances of specific duties on behalf of the City is granted elsewhere in this Code to the mayor or city administrator, the City Council reserves to itself such appointment powers.

(b) To make any such reserved appointment, the City Council shall direct that staff place such appointment on the Committee-of-the-Whole meeting agenda. The City Council shall discuss the item at the Committee-of-the-Whole meeting and make a recommendation to the Council, and the City Council may vote on such item at the ~~Committee-of-the-Whole~~City Council meeting.

(Ord. No. 3015-2005; enacted new Sec. 2-2107; 02/08/05; Ord. No. 3015-2009; Sec. 2-2107(b) repealed; new Sec. 2-2107(b) enacted; 07/21/09)

SEC. 2-2108. PETITIONS, REMONSTRANCES AND COMMUNICATIONS FROM THE PUBLIC.

No ~~petitions, remonstrances and communications~~ from the public shall be considered unless same have been submitted in writing to the city clerk ~~prior to 12:00 noon on the Thursday~~ Wednesday prior to the City Council meeting or unless a request has been submitted to the city clerk ~~prior to 12:00 noon on the Thursday~~ Wednesday before the Committee-of-the-Whole meeting in writing 30 minutes prior to the published meeting time; which writing shall identify the person making the request and the subject matter to be addressed.

~~The City Council shall direct that the city clerk place such petitions, remonstrances and communications from the public on the Committee-of-the-Whole meeting agenda.~~

The City Clerk shall read the communications from the public during the Public Comment portion of the meetings.

(Ord. No. 3015-2009; new Sec. 2-2108 enacted; 07/21/09)

DIVISION 2. MEETINGS

SEC. 2-2200. DAYS, TIME AND PLACE OF REGULAR MEETINGS; ADJOURNED MEETINGS.

(a) The City Council shall meet as a Committee-of-the-Whole at 6:00 p.m. at City Hall on no less than two ~~three (3)~~ Tuesdays of each month, where formal action may be taken, per a set yearly meetings schedule approved by ~~special ordinance~~ resolution of the City Council at the end of the previous calendar year. The annual meetings schedule of regular meetings shall be prepared, posted and disseminated pursuant to the provisions of Section 2-2201 of the Code. If an alternate meeting date, time or location is deemed necessary by the mayor and/or the City Council, such change shall be made ~~by special resolution of the City Council~~ and with proper public notice.

(b) The City Council shall hold its regular meetings at 6:00 p.m., or immediately following the Committee-of-the-Whole Meeting, at City Hall, on no less than two (2) ~~three (3)~~ Tuesdays of each month, where formal action may be taken, per a set yearly meetings schedule approved by ~~special ordinance~~ resolution of the City Council at the end of the previous calendar year. The annual meetings schedule of regular meetings shall be prepared, posted and disseminated pursuant to the provisions of Section 2-2201 of the Code. If an alternate date, time or location is deemed necessary by the mayor and/or the City Council, such change shall be made ~~by special resolution of the City Council~~ and with proper public notice.

(c) For purposes herein, the term "emergency" shall mean Council actions required to authorize emergency repairs of City-owned property, Council actions required to meet deadlines imposed by other governmental entities, or other unforeseen events requiring Council action prior to the next regular City Council meeting.

(d) Definition of Meeting. The term "meeting" as applied to any City of Moline public body as defined in the Open Meetings Act shall be defined to mean, "Any gathering, whether in person or by video or audio conference, telephone calls, electronic means (such as, without limitation, electronic mail, electronic chat and instant messaging), or other means of contemporaneous interactive communication, of a majority of a quorum of the members of a public body held for the purpose of discussing public business, or such other definition as shall be contained within the Open Meetings Act as amended from time to time." Any and all references to the term "meeting" in the Moline Code of Ordinances shall include gatherings as provided in this definition and Section 120/1.02 of the Open Meetings Act."

(e) Any member of the City Council may attend and participate in any open or closed meeting of

said public body from a remote location via electronic means provided that such attendance is in compliance with the rules set forth herein and any other applicable laws.

(1) Prerequisites. Any member of the City Council shall be provided the opportunity to attend an open or closed meeting via electronic means from a remote location if a quorum is physically present at the meeting site, the quorum votes to approve the attendance by electronic means, and the requesting member meets the following conditions:

a. The member must notify the city clerk at least forty-eight (48) hours prior to the scheduled meeting, unless such notice is impractical, so that necessary communications equipment can be arranged. ~~Said notification to the city clerk shall be by completion and submission of an electronic attendance request form signed by the member.~~ Inability to make the necessary technical arrangements will result in denial of a request for electronic attendance.

b. The member must assert one (1) of the three (3) following reasons why he or she is unable to physically attend the meeting:

1. due to personal illness or disability;
2. due to employment purposes or other City business;
3. due to a family emergency or other emergency.

(2) Quorum and Vote Required. Providing the above prerequisites have been met and following roll call to establish that a quorum is physically present at the meeting site, a motion shall be made and considered as to whether to allow the member to remotely attend the meeting via electronic means. A vote may be taken to permit participation for a stated series of meetings if the same reason applies to each case and proper notice has been provided to the city clerk. Otherwise, a vote must be taken to allow each remote participation via electronic means. The motion must be approved by a vote of a majority of the City Council.

(3) Adequate Equipment Required. Any member participating electronically and other members of the City Council must be able to communicate effectively, and members of the audience must be able to hear all communications at the meeting site. Before allowing remote attendance via electronic means at any meeting, the City Council shall provide equipment adequate to accomplish this objective at the meeting site.

(4) Meeting Minutes. Any member attending remotely via electronic means shall be counted as present for the meeting. The meeting minutes shall reflect and state specifically whether each member is physically present, absent, or present by electronic means and shall state the approved reason necessitating attendance via electronic means.

(5) Rights of Remote Member. Any member permitted to participate remotely via electronic means shall be permitted to express his or her comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and procedures previously adopted and adhered to. The remote member shall be heard, considered, and counted as to any vote taken. Accordingly, the name of any remote members shall be called during any vote taken and his or her vote counted and recorded by the city clerk and placed in the meeting minutes. A member participating remotely via electronic means may leave a meeting and return, as in the case of any member, provided the member attending via electronic means shall announce his or her leaving and returning to the quorum present.

(6) Costs. Any member participating remotely via telephone shall be reimbursed for the cost of the telephone call upon a valid receipt shown. Any other costs associated with attendance and participation via electronic means, including video conferencing and other audio and video equipment, must be approved by the City Council prior to incurring such costs.

(Ord. No. 3016-2007; Sec. 2-2200(a) and (b) repealed; new Sec. 2-200(a) and (b) enacted; 04/17/07)

(Ord. No. 3020-2007; new Sec. 2-2200(e) and (f) enacted; 07/17/07)

(Ord. No. 3003-2014; Sec. 2-2200(c) repealed in its entirety and remaining subsequent subsections of Sec. 2-2200 consecutively renamed; 03/14/14)

(Ord. No. 3034-2014; Sec. 2-2200(a) and (b) repealed; new Sec. 2-2200(a) and (b) enacted; 12/16/14)

(Ord. No. 3014-2017; Sec. 2-2200(a) and (b) repealed; new Sec. 2-2200(a) and (b) enacted; 11/21/17 – meeting times amended to 5:30 p.m.)

(Ord. No. 3050-2017; Sec. 2-2200(a) and (b) repealed; new Sec. 2-2200(a) and (b) enacted; 12/05/17 – meeting times amended to 6:00 p.m.)

SEC. 2-2201. ANNUAL NOTICE OF REGULAR MEETINGS.

(a) At its last meeting of the calendar year, the City Council shall cause to be prepared a schedule showing all of its proposed regular meetings for the next calendar year. The schedule shall state the regular dates, times and places of the proposed regular meetings of the City Council.

(b) The schedule shall, by the first day of the calendar year which it represents, be posted in the lobby of the City Hall and on or near the door of the council room of any other designated facility. For purposes of this division, "designated facility" shall mean that structure or facility designated as the meeting place of the Council by ~~special~~ resolution.

(Ord. No. 94-9-5; Sec. 2-2201(b) repealed; new subsection enacted; 09/13/94)

(c) The City Council shall provide copies of the schedule of meetings required by this section to any local newspaper of general circulation or to any local radio or television station that has filed an annual request for such notice.

SEC. 2-2202. SPECIAL MEETINGS; CALLING; NOTICES.

(a) Special meetings of the City Council may be called by the mayor or any three (3) ~~aldermen~~ Alderpersons upon written notice of not less than forty-eight (48) hours to each member of the City Council.

(Ord. No. 2002-10-05; Sec. 2-2202 (a) repealed; new Sec. 2-2202 (a) enacted; 10/08/02)

(b) ~~Notices to the members of the City Council may be served by the chief of police or by any member of the police department; and it shall be the duty of the city clerk to promptly provide notice to the members of the City Council when given copies of such notices to cause the notices to be served immediately.~~

(c) Public notice of a special meeting of the City Council shall also be given at least forty-eight (48) hours before the special meeting by posting a ~~written~~ notice in the lobby of City Hall and on or near the door of the council room of any other designated facility.

(Ord. No. 2002-10-05; Sec. 2-2202 (c) repealed; new Sec. 2-2202 (c) enacted; 10/08/02)

(d) A notice of special meetings shall be provided to any local newspaper of general circulation or any local radio or television station that has filed an annual request for such notice.

SEC. 2-2203. MAYOR TO PRESIDE.

The mayor shall preside at all meetings of the City Council, and shall preserve order and decorum, and shall decide all questions of order, which decisions shall be subject to an appeal to the City

Council.

SEC. 2-2204. CHAIRMAN PRO TEM.

In the absence of the mayor, the acting mayor, or the mayor pro tem, the City Council may elect an ~~alderman~~Alderspersion to act as temporary chairman. Such ~~alderman~~Alderspersion shall have only the powers of a presiding officer, and a right to vote in such person's capacity of an ~~alderman~~Alderspersion on any ordinance, resolution or motion.

SEC. 2-2205. QUORUM; COMPELLING ATTENDANCE OF ABSENT MEMBERS.

(a) **Excessive absenteeism.** Excessive absenteeism shall mean an absence from more than five (5) meetings of the City Council during a municipal year. Any ~~alderman~~Alderspersion who is absent from more than five (5) meetings during a municipal year shall be assessed an administrative fee of ~~one hundred~~two hundred twenty-two dollars (\$~~100~~222.00) per absence in excess of five (5). ~~Effective May, 2, 2017, the administrative fee shall be two hundred twenty-two dollars (\$222.00) per absence.~~ The invoice for such fee will be issued by the City Clerk and shall be paid to the City's ~~Accounts and Finance office~~Department within thirty (30) days of the date of issuance.

(b) A majority of the whole number of the members of the City Council shall constitute a quorum to do business, but a lesser number may convene from time to time, and compel absent members to attend any regular or special meetings by a written citation to that effect, stating the day and hour of the meeting. The citation shall be signed by the mayor or the ~~aldermen~~Alderspersions issuing it, and may be served by the chief of police, or by any officer authorized to serve processes in the City, by reading the citation to the absent members of the City Council. Any ~~alderman~~Alderspersion who willfully fails to obey the citation may be expelled and his office may be declared vacant by a majority vote of the City Council.

(Ord. No. 3035-2014; Sec. 2-2205 repealed; new Sec. 2-2205 enacted; 01/06/15)

SEC. 2-2206. ROLL CALL OF MEMBERS.

At the hour appointed for meetings of the City Council, the city clerk shall call the roll of the members, marking the absentees, and announce whether a quorum is present. If a quorum is present, the City Council shall proceed to the business before it.

SEC. 2-2207. ORDER OF BUSINESS.

(a) The following shall be the order of business of the City Council:

- (1) Call to order of the members;
- (2) Pledge of allegiance to the flag;
- (3) Invocation;
- (4) Roll call of members;
- (5) Establishment of quorum;
- (6) Approval of minutes of previous meetings (and, unless requested as a matter of personal privilege, reading of the minutes shall not be required if a written copy has been supplied with the Agenda);
- (7) Consideration of appointments requiring advice and consent of the City Council;
- (8) ~~Petitions, Remonstrances and Communications from the public~~Public Comment;

- (9) ~~Reports of City~~Consent Agenda;
- (10) Omnibus vote;
- (11) ~~Second Reading Ordinances~~Non-Consent Agenda;
- ~~(12) Resolutions~~;
- ~~(13) First Reading Ordinances~~;
- ~~(14)(12) Remarks and business of the mayor~~Miscellaneous Business of City Council and staff;
- ~~(15) Remarks and business of the aldermen~~Alderpersons;
- ~~(13) Comments and questions from the public~~Public Comment;
- ~~(14) Executive Session (if necessary)~~;
- ~~(16)(15) Action after Executive Session (if necessary)~~; and
- ~~(17)(16) Adjournment~~.

(b) No item of business shall be considered under (a)(7) above unless same has been submitted in writing to the city clerk prior to ~~12:00 noon~~10:00 a.m. on the ~~Thursday~~Tuesday prior to the City Council meeting or unless a request has been submitted to the city clerk prior to ~~12:00 noon~~10:00 a.m. on the ~~Thursday~~Tuesday before the City Council meeting in writing; which writing shall identify the person making the request and the subject matter to be addressed.

(c) Said order of business shall be followed at all meetings except in the following cases:

(1) If a public hearing is scheduled and advertised, said ~~Committee-of-the-Whole-Council~~ meeting shall automatically be recessed after the ~~pledge of allegiance~~meeting is called to order so that said public hearing may be held, and the ~~Committee-of-the-Whole-Council~~ meeting shall automatically reconvene at the close of said public hearing. Any public hearing conducted by the City Council shall conform to the least restrictive, but legally sufficient, of the requirements provided under federal or state law, as applicable, or, alternatively, as set forth in the Rules and Regulations adopted by City Council ~~R~~resolution from time to time.

(Ord. No. 2001-05-03; Sec. 2-2207 amended by enacting new subsection (c)(3); 05/15/01) (Ord. No. 2001-07-07; Sec. 2-2207 repealed; new Sec. 2-2207 enacted; 07/24/01) (Ord. No. 3003-2004; Sec. 2-2207(c) repealed; new Sec. 2-2207(c) enacted; 02/03/04) (Ord. No. 3068-2005; Sec. 2-2207(a) subsections (1)(2)(3)(4) repealed; new subsections (1)(2)(3)(4) enacted; 11/01/05) (Ord. No. 3015-2009; Sec. 2-2207 repealed in entirety; new Sec. 2-2207 enacted; 07/21/09; Sec. 2-2207(a) repealed; new Sec. 2-2207(a) enacted; 06/10/14)

SEC. 2-2208. ACCOUNTS PAYABLE.

The ~~accounts and finance officer~~Finance Department shall ~~weekly~~bi-weekly at minimum provide a list of all accounts payable by the City to the City Council, bi-weekly at minimum. Items on said list may be removed and referred to the City Council for further consideration by motion approved ~~as provided for herein by majority vote~~. Such removed item shall thereafter be considered as directed by Council in its motion. All remaining unremoved items shall be deemed approved for payment without further action of the Council, so long as authorized by budget resolution or approved by contract authorized by Council or otherwise within the delegated authority of a City officer. Any matter which is not authorized by budget resolution of the City Council or approved by contract authorized by the City Council or otherwise within delegated authority of an officer of the City and which presents a bill to the City or claim against the City shall not be included on such list and shall be presented individually for consideration by the City Council.

(Ord. No. 2001-07-07; Sec. 2-2208 repealed; new section enacted; 07/24/01)

SEC. 2-2209. DETERMINATION OF QUESTIONS OF PRIORITY OF BUSINESS.

All questions relating to the priority of business shall be decided by the mayor without debate.

SEC. 2-2210. MANNER OF ADDRESSING THE CHAIR.

(a) Each member of the City Council, prior to speaking, shall address the mayor, but such member shall not proceed with any remarks until recognized and named by the chair.

(b) When two (2) or more members of the City Council address the chair at once, the mayor shall name the member of the City Council who shall be first to speak.

SEC. 2-2211. PRESENTATION OF COMMUNICATIONS.

Each ~~alderman~~alderperson present at a regular Council meeting shall be recognized by the chair in the order of seating, starting with the first ward, for the purpose of presenting communications, reports, petitions, motions, or new business to the City Council. Once recognized, the ~~alderman~~alderperson has the floor and shall not be interrupted except for a matter of personal privilege or point of inquiry. The member who has the floor should state that said member is yielding the floor when completed.

(Ord. No. 95-5-2; §2-2211 repealed in its entirety; new section enacted; 05/16/95)

SEC. 2-2212. LIMITATION ON SPEAKING UPON QUESTIONS.

No member of the City Council shall speak more than twice on the same general question on the Council Agenda, nor more than once on a previous question. No person in the gallery shall speak on a subject more than once except by leave of the chair.

SEC. 2-2213. CALLING MEMBERS TO ORDER; APPEAL TO THE CITY COUNCIL.

A member of the City Council called to order while speaking, shall immediately cease speaking, unless permitted to explain. If there is no appeal, the decision of the chair shall be conclusive, but, if the member appeals from the decision of the chair, the City Council shall decide on the case by majority vote without debate.

SEC. 2-2214. INTERRUPTING SPEAKERS.

While a member of the City Council is speaking, no member shall hold any private discourse, nor pass between the speaker and the chair.

SEC. 2-2215. MOTIONS TO BE SECONDED; WHEN REDUCTION TO WRITING REQUIRED.

No motion shall be put or debated unless it is seconded. When a motion is seconded, it shall be stated by the chair before debate, ~~and every motion shall be reduced to writing, if required by the chair or any alderman~~alderperson.

SEC. 2-2216. MOTIONS ALLOWABLE WHEN QUESTION IS UNDER DEBATE.

(a) When a question is under debate, the only motions in order shall be:

- (1) To adjourn;
- (2) The previous question;
- (3) To lay on the table;
- (4) To suspend the rules or immediately consider;
- (5) To postpone indefinitely;
- (6) To adjourn to a certain day;
- (7) To refer; and;
- (8) To amend.

(b) The motions authorized by subsection (a) shall have precedence in the order herein arranged; the first four (4) to be decided without debate.

SEC. 2-2217. MOTIONS TO ADJOURN.

(a) A motion to adjourn the City Council shall always be in order, except:

- (1) When a member is in possession of the floor;
- (2) While the ayes and nays are being called;
- (3) When the members are voting;
- (4) When adjournment was the last preceding motion; or;
- (5) When it has been decided that the previous question shall be taken.

(b) A motion to adjourn, without move, cannot be amended; but a motion to adjourn to a given time, may be and is open to debate.

SEC. 2-2218. MOTIONS CALLING FOR THE PREVIOUS QUESTION.

When the previous question is moved and put, it shall be in this form: "Shall the main question be now put?" If this is carried, all proposed amendments, and all further motions and debate shall be excluded, and the question be put without delay.

SEC. 2-2219. MOTIONS TO LAY ON THE TABLE.

A motion to lay a question on the table, without move, is not debatable, but a motion to lay on the table and publish, or any other condition, is subject to amendment and debate.

SEC. 2-2220. MOTIONS TO "STRIKE OUT AND INSERT."

On a motion to "strike out and insert," the paragraph to be amended shall first be read as it stands, the words proposed to be struck out, and those to be inserted, and finally, the paragraph as it would stand if so amended.

SEC. 2-2221. MOTIONS TO AMEND.

A motion to amend an amendment shall be in order, but to amend an amendment to an amendment shall not be entertained.

SEC. 2-2222. NATURE OF AMENDMENTS WHICH ARE IN ORDER.

An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different subject shall not be in order.

SEC. 2-2223. INDEFINITE POSTPONEMENT OF MOTIONS.

When a motion is postponed indefinitely, it shall not be taken up again during the same meeting.

SEC. 2-2224. PRIORITY BETWEEN MOTIONS TO REFER A QUESTION TO COMMITTEES OF THE COUNCIL.

A motion to refer a question to the Committee-of-the-Whole of the City Council shall take precedence over a similar motion for a special committee.

SEC. 2-2225. RECONSIDERATION OF MOTIONS.

(a) A motion may be reconsidered at any time during the same meeting, or at the first meeting held thereafter. A motion for a reconsideration being once made and decided in the negative, shall not be renewed before the next meeting.

(b) A motion to reconsider must be made and seconded by members who voted in the majority, or by those who were absent and did not vote upon the motion to be reconsidered.

(Ord. No. 3023-2018; repealed Sec. 2-2225 in its entirety; enacted new Sec. 2-2225 – NOTE: Ord. No. 3023-2018, adopted 06/05/18 was in effect from 06/05/18 to 06/30/18 only and was automatically repealed on 06/30/18 at which time the above language continued in effect.)

SEC. 2-2226. LIMITATION ON RECONSIDERATION OF QUESTIONS.

No question shall be reconsidered more than once, nor shall a vote to reconsider be reconsidered.

SEC. 2-2227. RESTRICTIONS ON RECONSIDERATION OF VOTES AT SPECIAL MEETINGS.

No vote of the City Council shall be reconsidered or rescinded at a special meeting unless there be present as large a number of ~~aldermen~~ alderpersons as were present when such vote was taken.

SEC. 2-2228. WITHDRAWAL OF MOTION OR RESOLUTION.

After the chair states a motion or resolution, it shall be deemed to be in possession of the City Council, but it may be withdrawn at any time before decision or amendment.

SEC. 2-2229. ENTRY OF NAME ON MINUTES OF ~~ALDERMAN~~ ALDERPERSON PROPOSING RESOLUTION OR MOTION.

In all cases where a resolution or a motion is entered on the minutes of the City Council, the name of the member moving the same shall be entered also.

SEC. 2-2230. DECORUM.

While the mayor is putting the question, no member of the City Council shall walk across or out of the council room.

SEC. 2-2231. ~~ALDERMEN~~ ALDERPERSONS TO VOTE ON QUESTIONS;

EXCEPTION.

Each member of the City Council who shall be present when a question is stated from the chair, shall vote thereon, unless said member is directly interested in the question, in which case said member shall so state for the record, describe such interest in sufficient detail as to apprise the Council and the public of the nature of the interest and shall not vote. Notwithstanding any common law or statutes to the contrary, and as an express exercise of the City's home rule authority in derogation of any such law or statute, no vote to abstain or similar vote shall be permissible hereunder, and refusal to vote aye or nay or to state a direct interest in the question, as outlined above, shall constitute a direct contempt of the City Council, punishable as outlined in Sec. 2-2105 of this Code of Ordinances.

(Ord. No. 93-6-1, §2-2231 amended; 06/08/93)

SEC. 2-2232. WHEN THE MAYOR SHALL VOTE.

The mayor shall cast a vote under the following circumstances:

- (1) Where the vote of the ~~aldermen~~Alderpersons has resulted in a tie;
- (2) Where one-half (1/2) of the ~~aldermen~~Alderpersons elected have voted in favor of an ordinance, even though there is no tie vote; ~~and~~;
- (3) Where a vote greater than a majority of the City Council is required by statute or ordinance.

SEC. 2-2233. REQUIRED VOTE FOR CITY COUNCIL ACTION; RECORDING OF VOTE.

(a) **Omnibus votes.** Any Council bill, requiring for passage only the concurrence of a majority of all members elected to the City Council and requested by the Committee-of-the-Whole or the mayor to be included on the Council Agenda for omnibus vote and then so listed, may be included in a single motion for adoption; and then the yeas and nays by roll call shall be taken on said motion. Each such Council bill included within said motion shall be considered passed or failed in accordance with said single vote as if a separate vote had been taken on each such Council bill. Each ~~alderman~~Alderperson has the right and privilege to demand that any Council bill listed on the Council Agenda for omnibus vote be removed from such list and voted on separately; provided, said question of privilege is raised prior to the commencement of voting.

(Ord. No. 2003-05-05; references to standing committees changed to "City Council" or "Committee-of-the-Whole" throughout the Code; 05/13/03)

(b) **Other votes.** As to any matter not provided for in (a) above, the yeas and nays shall be taken upon the passage of all ordinances and on all propositions to create any liability against the City, or to expend or appropriate any money in excess of one thousand dollars (\$1,000.00), and in all other cases at the request of any member, which yeas and nays shall be entered on the journal of its proceedings; and the concurrence of a majority of all members elected to the City Council shall be necessary to the passage of any such ordinance or proposition.

(Ord. No. 2003-05-05; Sec. 2-2233 (c) and (d) repealed in their entirety; 05/13/03)

SEC. 2-2234. SALE OF MUNICIPAL PROPERTY.

(a) **Real property.** The City Council shall have the power to sell or lease any municipal real property which is determined to be surplus and which is not needed for future use. This power shall be exercised by ordinance. Sale or lease of real property by competitive bidding shall be approved by a simple majority of the corporate authorities then holding office. The City Council reserves the right to reject any and all bids. Sale or lease of real property through negotiation shall require approval by

a two-thirds majority of the corporate authorities then holding office; except that, when authorization to proceed by negotiation shall have been by resolution adopted by the affirmative vote of two-thirds of the corporate authorities then holding office, then approval by a simple majority of the corporate authorities then holding office shall be sufficient for passage.

(b) **Personal property.** The City Council shall have the power to sell, lease or dispose of any municipal personal property which is determined to be surplus and which is not needed for future use and is no longer useful to or in the best interest of the City. This power shall be exercised by resolution and shall authorize department heads to dispose of said property through the legal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise. Municipal personal property that is no longer functional or operational (broken, damaged or non-repairable) and determined to contain no value by a department head may be disposed of by the department head without declaring the property as surplus and without further authorization.

(Ord. No. 3029-2015; Sec. 2-2234 repealed; new Sec. 2-2234 enacted; 08/04/15)

SEC. 2-2235. COMPETITIVE BIDDING.

Unless and until the City Council adopts a competitive bidding procedure, 65 ILCS 5/11-76.2 (Illinois Municipal Code) shall represent the minimum requirements for competitive bidding for the sale or lease of municipal property except insofar as the voting requirement in said paragraph is different than that contained in Section 2-2234 above.

SEC. 2-2236. DEED OF CONVEYANCE.

When the sale of municipal real property has been approved by the City Council, and the consideration paid or secured, the mayor may convey the real estate and transfer it, by proper deed of conveyance, stating therein the consideration therefor. Said signature of the mayor is to be attested and sealed by the city clerk.

SEC. 2-2237. IMPROPER REMARKS.

No person shall, in debating a matter before the City Council, engage in personalities.

SEC. 2-2238. SUSPENSION OF RULES.

The rules of procedure of the City Council established in this article may be temporarily suspended by unanimous consent of all members of the City Council present, but shall not be repealed, altered or amended, unless by concurrence of two-thirds of all the ~~aldermen~~Alderpersons elected.

DIVISION 3. ADOPTION OF ORDINANCES

SEC. 2-2300. STYLE OF ORDINANCES.

The City Council shall style all ordinances proposed to be adopted as follows: "Be it ordained, by the City Council of the City of Moline, Illinois."

SEC. 2-2301. INTRODUCTION AND PASSAGE OF COUNCIL BILLS.

(a) Any council bill, whether it be a proposed ordinance or resolution, shall be read by the city clerk by title only upon introduction; except, in those instances when no written brief explanation of such council bill has been made available to members of the City Council at least seventy-two (72) hours prior to the meeting at which it is introduced, it shall be read by the city clerk in its entirety.

(b) Nothing in subsection (a) shall prevent a member of the City Council from exercising a right of privilege in demanding that a council bill for which written explanation has been provided as set forth

be read in its entirety; nothing in subsection (a) shall prevent the City Council, upon adoption of a proper motion, from waiving the reading in its entirety of a council bill for which no written explanation has been provided as set forth.

(c) Before any council bill that proposes an ordinance shall be placed before the City Council for final passage, it shall lay over at least one (1) week after introduction unless the City Council, upon proper motion passed by two-thirds (2/3) of all the ~~alderman~~Alderpersons elected, moves for immediate consideration. If there are multiple bills to be considered or for which multiple requests for consideration would otherwise be made, then such motion to consider all or any combination of such council bills may be made in one combined motion for immediate adoption, to-wit: I move to consider council bills numbered _____; and then the yeas and nays by roll call shall be taken on said combined motion. Each such motion for consideration on each council bill included within said combined motion shall be considered passed or failed in accordance with said single vote as if a separate vote had been taken on each such motion for consideration.

(Ord. No. 2003-05-05; Sec. 2-2301(d) repealed in its entirety; 05/13/03) (Ord. No. 3028-2004; Sec 2-2301 (c) repealed; new Sec. 2-2301 (c) enacted; 05/11/04)

SEC. 2-2302. APPROVAL OF ORDINANCES BY THE MAYOR; VETO.

All ordinances passed by the City Council shall, before they take effect, be deposited in the office of the city clerk; and if the mayor approves of them, the mayor shall sign them. Those ordinances of which the mayor disapproves, shall be returned to the City Council, with the mayor's written objections thereon, at the next regular meeting of the City Council, occurring not less than five (5) days after the passage thereof. Such veto may extend to any one or more items ~~or appropriations~~ in any ordinance ~~making an appropriation~~, or to the entire ordinance; and in case the veto only extends to a part of an ordinance, the residue thereof shall take effect and be in force. But in case the mayor shall fail to return any ordinance, with objections thereto, by the time required, the mayor shall be deemed to have approved the ordinance, and it shall take effect accordingly.

SEC. 2-2303. RECONSIDERATION OF ORDINANCE AND PASSAGE OVER VETO.

Upon the return of any ordinance by the mayor, the Council shall reconsider the ordinance, and if, after such reconsideration, two-thirds (2/3) of all the members elected to the City Council shall agree, by yeas and nays, to pass the ordinance, it shall go into effect, notwithstanding the mayor's refusal to approve it. The vote to pass the ordinance over the mayor's veto shall be taken by yeas and nays; and entered on the journal.

SEC. 2-2304. PUBLICATION AND EFFECTIVE DATE OF ORDINANCES.

(a) The City Council shall cause all ordinances of the City, which impose any fine, penalty, ~~imprisonment~~ or forfeiture, or make any ~~appropriation~~ budget amendment, to be published in one of the following forms:

- (1) Printed or published in book or pamphlet form, published by authority of the City Council; and
- (2) Be published at least once within ten (10) days after passage, in one or more newspapers published in the City.

(b) No ordinance required by subsection (a) to be published, shall become effective until ten (10) days after its publication, unless a statement of the urgency of the ordinance is contained in it, and it achieves passage by a two-thirds (2/3) vote of the members of the City Council then holding office. If such an ordinance contains such a statement of urgency and is passed by the requisite majority, it shall take effect immediately upon approval by the mayor.

(c) All ordinances not required by subsection (a) to be published shall take effect from and after their passage, unless otherwise provided.

DIVISION 4. COMMITTEES

SEC. 2-2400. STAFF TRAFFIC COMMITTEE; COUNCIL REVIEW.

(a) The following matters related to traffic and pedestrian safety programs shall be decided and administered by a traffic committee comprised of the ~~city engineer~~director of engineering or a designee thereof, the director of public works or a designee thereof, the chief of police or a designee thereof, and the fire chief or designee thereof:

(1) Designated parking for persons with disabilities;

(2) Signage and barricades but not including crosswalk locations and not including traffic control devices requiring an engineering study and opinion under the Illinois Manual for Uniform Traffic Control Devices.

(b) An appeal from a decision of the traffic committee may be taken to the City Council by any party whose interests are aggrieved by the decision. An appeal from a decision of the traffic committee shall be made to the City Council by filing a written notice with the city administrator within thirty (30) days of the decision of the traffic committee or said appeal is waived. Any decision of the traffic committee of the public works department from which no appeal is taken shall be considered final and binding.

(c) All other matters relating to traffic, street parking regulations, and pedestrian safety programs, including but not limited to amendments to the various appendices and schedules adopted by ordinance, shall be first referred to the traffic committee for a recommendation that shall then be forwarded to the City Council for final determination.

(Ord. No. 2003-05-05; Sec. 2-2400 repealed in its entirety; new Sec. 2-2400 relating to the same subject matter enacted; 05/13/03; Ord. No. 3026-2019; Sec. 2-2400 repealed; new Sec. 2-2400 enacted; 11/19/19)

SEC. 2-2401. COMPOSITION OF SPECIAL COMMITTEES; CHAIRMAN.

(a) All special committees shall consist of at least three (3) members each, unless some other special number is specified; and the first person named shall be the chairman.

(b) All meetings of the special committees will be held at City Hall, or other place so designated by ~~special~~ resolution and notice of the City Council.

SEC. 2-2402. APPOINTMENT OF MEMBERS OF SPECIAL COMMITTEES.

The members of any special committees of the City Council shall be appointed by the mayor, with the advice and consent of the City Council.

(Ord. No. 2003-05-05; Sec. 2-2400 repealed in its entirety; new Sec. 2-2400 enacted; 05/13/03)

SEC. 2-2403. CITY CLERK TO GIVE NOTICE OF COMMITTEE APPOINTMENTS AND BUSINESS.

The city clerk shall notify all members of the City Council appointed to committees of the City Council of their appointment, and the clerk shall notify the committees of the business referred to them.

SEC. 2-2404. CITY CLERK TO KEEP A LIST OF COMMITTEES.

The city clerk shall keep a list of all committees of the City Council.

SEC. 2-2405. COMMITTEE REPORTS.

(a) Any special committee of the City Council, to which a matter is referred, shall in all cases report in writing the statement of facts, with its opinion thereon. Any majority report may be included in and take the form of the minutes of the said committee; any committee member or group of committee members not constituting a majority may submit a minority report in writing to the City Council.

(b) All minutes and other reports of said committees of the Council shall be addressed "To the Mayor and ~~aldermen~~ Alders ~~persons~~ of the City of Moline, in Council assembled," and shall briefly describe the matter referred and the conclusion to which the committee has arrived, which conclusion shall be summed up in the form of an order, resolution or recommendation, or shall be submitted with the notation "No Recommendation" if an issue cannot be determined in committee within the time frame allotted said committee.

SEC. 2-2406. TERMINATION OF SPECIAL COMMITTEES.

On the acceptance of a final report from a special committee, the special committee shall be considered discharged without a vote, unless otherwise ordered.

DIVISION 5. BALANCED BUDGET POLICY

SEC. 2-2500. BUDGET POLICY; ESTABLISHED.

It shall be the general policy of the City of Moline that any budget resolution adopted annually by the City and relating to the general fund shall be a balanced budget. The term -balanced budget shall mean that the expenses and expenditures being paid from the general fund in any given fiscal year shall not exceed the revenues being paid into said general fund plus any draw downs of reserves in compliance with the City's adopted fund balance policy. The requirements of this Section 2--2500 shall only apply as set forth in Section 2-2501.

SEC. 2-2501. BALANCED BUDGET; IMPLEMENTATION; RESTRICTIONS.

Any budget adopted by resolution ~~by~~ of the City Council for any particular fiscal year and related solely to the general fund shall be balanced as defined in Section 2-2500, unless an unbalanced budget resolution is approved by a two-thirds (2/3) majority of the City Council.

SEC. 2-2502. INTERNAL APPLICATION ONLY; PROHIBITION ON THIRD-PERSON USE OF SAID ORDINANCE.

The general fund balanced budget restrictions referenced in this Division 5 of Article II of Chapter 2 of the Moline Code of Ordinances shall be for internal use of the City only. No person or third person, governmental official or judge may use this paragraph to invalidate any action of the Moline City Council in adopting any type of budget resolution, whether balanced or unbalanced. Further, no person or third person should rely on this ordinance as any type of limitation, circumscription, or reduction in the City's powers, which limitations, circumscriptions, and reductions are specifically disclaimed by the City of Moline.

(Ord. No. 95-12-1; new Division 5 of Article II adopted; 12-19-95)

ARTICLE III. OFFICERS

DIVISION 1. IN GENERAL

Part A. Miscellaneous

SEC. 2-3100. PERSONS INELIGIBLE FOR OFFICE.

- (a) No person shall be eligible for any City office who is not a qualified elector of the City, and who shall not have resided therein at least one (1) year next preceding such person's election or appointment.
- (b) No person shall be eligible to be an officer of the City who is in default on a debt due the City.

SEC. 2-3101. COMMISSIONS OF APPOINTMENT AND CERTIFICATES OF ELECTION.

All officers of the City elected or appointed under this Code, except the city clerk, the ~~aldermen~~ Alderspersons and the mayor, shall be commissioned by warrant under the corporate seal, signed by the mayor and the city clerk. The mayor shall issue a certificate of appointment or election, under the seal of the City to the city clerk.

SEC. 2-3102. OATH.

- (a) All officers of the City, whether elected or appointed, shall, before entering upon the duties of their respective offices, take and subscribe the following oath or affirmation:

"I do solemnly swear (or affirm, as the case may be) that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of _____ according to the best of my ability."

- (b) The oath or affirmation, when subscribed, shall be filed in the office of the city clerk.

~~SEC. 2-3103. BOND.~~

~~Before entering upon the duties of their respective offices, all City officers, except aldermen, shall execute a bond with security, to be approved by the City Council. The bond shall be payable to the City in whatever penal sum may be directed by resolution or ordinance, conditioned upon the faithful performance of the duties of the office and the payment of all money received by such officer, according to law and also the ordinances of the City. The bond may provide that obligation of the sureties shall not extend to any loss sustained by the insolvency, failure, or closing of any bank organized and operating either under the laws of the state or the United States wherein the officer has placed funds in the officer's custody, if the bank has been approved by the City Council as a depository for these funds. In no case, however, shall the mayor's bond be fixed at less than three thousand dollars (\$3,000.00). The accounts and finance officer's bond shall be an amount of money that is not less than three (3) times the latest federal census population or any subsequent census figure used for motor fuel tax purposes. These bonds shall be filed with the accounts and finance officer except the bond of the accounts and finance officer, which shall be filed with the city clerk.~~

SEC. 2-31043. VACANCIES IN ELECTED OFFICE; FILLING.

- (a) **By election.** If a vacancy occurs in an elective office with at least twenty-eight (28) months remaining in the unexpired term, and the vacancy occurs at least one hundred thirty (130) days prior to the general municipal election next scheduled, the vacancy shall be filled at that general municipal election.
- (b) **By appointment.** If a vacancy occurs later than the time specified in (a) above, the vacancy shall be filled as follows:

- (1) Mayor: ~~¶~~ The City Council shall elect one of its members acting mayor who shall perform

the duties and possess all the rights and powers of the mayor until a successor is elected and has qualified.

(2) ~~Alderman~~Alderman: The mayor shall appoint a person to fill the unexpired term until a successor is elected and has qualified.

(c) **Temporary appointment.** If a vacancy occurs as provided in (a) above, the vacancy shall be temporarily filled by appointment as provided in (b) above.

SEC. 2-31054. COMPENSATION OF CERTAIN OFFICERS NOT TO BE ALTERED DURING TERM.

The fees, salary or compensation of any City officer who is elected or appointed for a definite term, shall not be increased or diminished during that term.

SEC. 2-31065. CERTAIN OFFICERS NOT TO HOLD OTHER OFFICE.

The mayor, the city clerk, or any ~~alderman~~alderperson shall not hold any other office under the City government during such officer's term of office.

SEC. 2-31076. CERTAIN OFFICERS TO BE CONSERVATORS OF THE PEACE.

The mayor, and each ~~alderman~~alderperson, shall be conservators of the peace, and as such, shall exercise the powers conferred upon them under the statutes of the state.

SEC. 2-31087. DELIVERY OF PROPERTY TO SUCCESSOR IN OFFICE.

Any person who is an officer of the City shall, within five (5) days after written notification and request, deliver to said officer's successor in office all property, books, and effects belonging to the City, or appertaining thereto; and, upon refusal to do so, shall be liable for all damages caused thereby and to the penalty prescribed in Section 1-1107 of this Code.

SEC. 2-31098. PERSONS AUTHORIZED TO ADMINISTER OATHS.

The mayor and the city clerk shall have the power to administer oaths and affirmations upon all lawful occasions.

SEC. 2-314009. LOSS OF DOCUMENTS.

Should the mayor, ~~the city attorney~~corporation counsel, or any other person, suffer any paper or record entrusted to either one or more of them, to be lost or obliterated, such person shall be responsible for the damage that may accrue by such loss.

Part B. Conflicts of Interest

SEC. 2-31140. DECLARATION OF POLICY.

The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. Neither, though, should public officials and employees be punished for their status as public officials and employees when there is no potential that a private interest could affect a government decision or policy, nor should a policy

be so vague and yet restrictive that citizen participation is inhibited. In recognition of these goals, a Code of Ethics for all City officials and employees is adopted. The purpose of this Code of Ethics shall be as follows:

- (1) To define and clarify "interest" as it appears in ~~65 ILCS 5/3-14-4~~ and 50 ILCS 105/3;
- (2) To describe and exempt de minimis interest since such interests do not present incentive to cause decisions or policies to be changed to further such interests and since regulation of such interests appears to punish public official or employment status rather than further a legitimate public policy goal and since failure to exempt such interests will inhibit rather than encourage citizen participation;
- (3) To establish clear guidelines for ethical standards of conduct for all officials and employees by setting forth those acts or actions that are incompatible with the best interests of the City;
- (4) To provide a procedure that will allow for public officials and employees to seek, in advance, guidance upon which they can rely in situations where there are two (2) or more reasonable interpretations to said Code of Ethics or where the factual situation is such that the applicability of said Code of Ethics is unclear; and
- (5) To direct disclosure by such officials and employees of private financial or other interests in matters affecting the City so that there will be not even an appearance of impropriety.

SEC. 2-3112~~1~~. DEFINITIONS.

(a) **Administrative action** means enforcement actions, whether investigation, inspection, or issuance of administrative orders or effecting an arrest; preparation of reports, recommendations, or other documents for the mayor, City Council, ~~city attorney~~corporation counsel, or any board, commission, or agency of the City; the negotiation of, review of, or administration of any contract for the sale of goods, services, or property to the City; and any other act, order, review, or document preparation of an administrative official or employee of the City that involves said official or employee's substantial, independent, and discretionary involvement.

(b) **Interest** means direct or indirect pecuniary benefit accruing to a public officer or employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the City except for such contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated.

(Ord. No. 3005-2014; Sec. 2-3112(b) repealed; new Sec. 2-3112(b) enacted; 03/18/14)

For the purposes of this Code of Ethics, a public officer or employee shall be deemed to have an interest in the affairs of the following persons or entities:

- (1) Any person related to said public officer or employee by blood or marriage in a degree closer than the fourth degree of consanguinity or affinity (determined by the civil law method);
- (2) Any person or business entity with whom a contractual relationship exists with the public officer or employee;
- (3) Any business entity in which the public officer or employee is an officer, director, or member having a financial interest, or by which the public officer or employee is employed; and
- (4) Any business entity of which the stock or legal or beneficial ownership in excess of seven and one-half (7 1/2) per-cent is controlled or owned directly or indirectly by the public officer or employee.

(c) **Official act or action** means any legislative, administrative, appointive, or discretionary act of any officer or employee of the City or any agency, board, committee, or commission thereof.

(d) **Business entity** means any business, proprietorship, firm, partnership, and person in representative or fiduciary capacity, association, venture, trust, or corporation.

(e) **Public officer or employee** means any person, officer, or employee holding a position by election, appointment or employment in the service of the City, whether paid or unpaid, including members of any board, committee, or commission thereof.

SEC. 2-31132. CODE OF ETHICS.

(a) **Code of Ethics established.** The requirements herein set forth shall constitute a Code of Ethics establishing reasonable standards and guidelines for the ethical conduct of public officers and employees of the City.

(b) **Interest in contract or transaction.** No public officer or employee, who, alone or in concert, has the power or duty to perform an official act or action or whose office, board, committee, commission, agency, or department has the power or duty to perform an official act or action related to a contract or transaction which is or may be the subject of an official act or action of the City shall:

- (1) Have or thereafter acquire an interest in such contract or transaction;
- (2) Have an interest in any business entity representing, advising, or appearing on behalf of, whether paid or unpaid, any person involved in such contract or transaction;
- (3) Have solicited or accepted present or future employment with a person or business entity involved in such contract or transaction;
- (4) Have solicited, accepted, or granted a present or future gift, favor, service, or thing of value from or to a person involved in such contract or transaction, except as provided in Section 2-31132(c); or
- (5) Have encouraged, made, or accepted any ex parte or unilateral application or communication where a determination is to be made after a public hearing and such public official or employee fails to make the contents of the communication part of the record.

(c) **Gift exemption.** The prohibition against gifts or favors in Section 2-31132(b)(4) shall not apply to the following:

- (1) An occasional, nonpecuniary gift that is insignificant in value;
- (2) An award publicly presented in recognition of public service; or
- (3) Any gift that would have been offered or given notwithstanding public official or employment status.

(d) **Pre-acquisition of interest.** No public official or employee, with respect to any contract or transaction which is or may be the subject of an official act or action of the City, shall acquire an interest in or affected by such contract or transaction at a time when the public official or employee believes or has reason to believe that it will be affected directly or indirectly by an official act or action of the City.

(e) **Disclosure of information.** No public officer or employee, with respect to any contract or transaction which is or may be the subject of an official act or action of the City, shall disclose without proper legal authorization confidential information concerning the property, government, or affairs of the City or use such information to advance the financial or other private interest of such public officer, employee or others.

(f) **Incompatible service.** No public officer or employee shall engage in or accept private employment or render service for private interest when such employment or service is incompatible with the proper discharge of the officer's or employee's official duties or would tend to impair such

official or employee's independence of judgment or action in the performance of official duties, unless otherwise permitted by law and unless disclosure is made as provided in this Code of Ethics.

(g) **Appearances.** No public officer or employee shall appear on behalf of any private person, other than such officer or employee, said officer or employee's spouse, or minor children, before any City agency or before any court action in which the City is a party thereto when said public officer or employee's office, board, committee, commission, agency or department has the power or duty to perform an official act or action related to the subject matter of the appearance. Said prohibition shall not be deemed to prevent appearance as a participant in or representative of the collective bargaining process and/or the administration of any memoranda of understanding with City employees. However, a member of the City Council may appear before City agencies on behalf of said member's constituents in the course of said member's duties as a representative of the electorate or in the performance of public or civic obligations.

(h) **Public contracts.** No public officer or employee, who, in the capacity as such officer or employee, participates in the making of a contract or whose office, board, committee, commission, agency, or department participates in the making of a contract in which said officer or employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on said officer, employee, or officer or employee's office, board, committee, commission, agency, or department's part; shall enter into any contract with the City unless:

- (1) The contract is awarded through a process of public notice and competitive offering; or
- (2) ~~The city attorney~~ Corporation counsel waives the requirement of this section after determining in writing that it is in the best interest of the City to do so.

(i) **Public property.** No public officer or employee shall request or permit the use of City-owned vehicles, equipment, materials, or property or City-paid-for labor for personal convenience or profit unless such use is made available to the general public in the normal course of business.

(j) **Special treatment.** No public officer or employee shall grant any special consideration, treatment, or advantage to any person beyond that which is available to every other person similarly situated.

(k) **Later case interest.** No public officer or employee shall, after termination of service or employment with the City, appear before any board, commission, committee, or agency of the City in relation to any case, proceeding, or application in which said officer or employee personally participated during the period of said officer or employee's service or employment, or which was under said officer or employee's active consideration.

(1) **Absolute prohibition of appearance.** No public officer or employee shall appear before a board, commission, committee, agency, or department of the City on which said officer served or for which said employee was employed for a period of one year after termination of service or employment.

SEC. 2-31143. EXCEPTIONS TO CODE OF ETHICS.

(a) It shall not be deemed a violation of the standards of the Code of Ethics if the interest of a public officer or employee in a person or business entity is a contractual obligation of less than five hundred dollars (\$500.00) which has not been preceded by any other obligation, discharged or existing, between the parties, and which is not the first in a series of two (2) or more loans or debts which either of the parties is under an obligation to make or incur.

(b) A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of this state to engage in the making of such loans shall not be deemed to create an interest in violation of this Code of Ethics.

(c) A contract for a commercial retail sale, even though over the value of five hundred dollars (\$500.00), shall not be deemed to create an interest in violation of this Code of Ethics.

(d) All promotions or offers to the City's employees for the purchase of a product or products at a reduced rate or for the provision of special services shall be presented to ~~the city attorney~~corporation counsel for approval pursuant to the following criteria:

- (1) The promotion or offer must be made available to all City employees;
- (2) The promotion or offer is one that is made available to employees of other local employers or to the employer on behalf of its employees; and
- (3) The company providing the promotion or offer is not a business entity that conducts business directly with the City.

(Ord. No. 3089-2004; new 3ll4 (d) enacted; 11/02/04)

SEC. 2-31154. DISCLOSURE OF INTEREST.

(a) Any member of the City Council who has a financial interest or personal interest in any proposed official act or action shall disclose, prior to said act or action taking place or immediately upon learning about said act or action if it has already taken place, on the record of the City Council the nature and extent of such interest.

(b) Any other official or employee who has a financial or personal interest in any proposed official act or action shall disclose, prior to said act or action taking place or immediately upon learning about said act or action if it has already taken place, to the mayor and ~~city attorney~~corporation counsel and on the official record, if any, of any official act or action, the nature and extent of such interest.

SEC. 2-31165. ENFORCEMENT.

(a) ~~The city attorney~~Corporation counsel shall have the primary responsibility for the enforcement of this Code. Said ~~attorney~~counsel shall have the power to investigate any complaint, to initiate any suit, and to prosecute any ~~criminal~~ or civil action on behalf of the City.

(b) The City Council may direct ~~the city attorney~~corporation counsel to investigate or prosecute any apparent violation of the Code or it may employ or appoint any qualified ~~attorney~~counsel to investigate or prosecute any violation or series of violations of this Code by one or more persons.

(c) Any person who believes that a violation of any portion of the Code has occurred may file a complaint with ~~the city attorney~~corporation counsel or with the City Council, who may thereafter proceed as provided for under Sections 2-31145(a) or (b). However, nothing in the Code shall be construed to prevent complainants from instituting direct legal action through the appropriate judicial authority.

SEC. 2-31176. ADVISORY OPINIONS.

(a) Where any public officer or employee has a doubt as to the applicability of any provision of this Code to a particular situation, or as to the definition of terms used herein, said public officer or employee may apply to ~~the city attorney~~corporation counsel for an advisory opinion. The officer or employee shall have the opportunity to present such officer or employee's interpretation of the facts at issue and of the applicability of provisions of the Code before such advisory opinion is made.

(b) Such opinion, until amended or revoked, shall be binding on the City, the City Council, and ~~the city attorney~~corporation counsel in any subsequent actions concerning the public officer or employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. Such opinion shall not be binding in any action initiated by any

private citizen.

(c) Any advisory opinion prepared by ~~the city attorney~~corporation counsel shall be made public. However, the name of the person requesting the opinion and the names of all persons or business entities mentioned in the opinion shall be deemed confidential information and shall not be disclosed by ~~the city attorney~~corporation counsel unless the public officer or employee waives such confidentiality or where ~~the city attorney~~corporation counsel deems the public official to have failed to act in good faith in requesting the opinion or in conforming with the opinion or to have failed to act in conformance with the opinion.

SEC. 2-31187. PENALTIES; FORFEITED POSITION; EXEMPTIONS; INJUNCTION.

(a) Any public officer or employee who willfully and knowingly violates any of the provisions of this ordinance shall be guilty of a petty offense which shall be punishable as provided in Section 1-1107 of this Code.

(b) Upon conviction for any violation of this Part B of any public officer or employee, such officer or employee shall immediately forfeit said public officer or employee's office or position. Nothing in this part shall be construed to prohibit such public officer or employee from being re-elected, reappointed or otherwise rehired to any position forfeited under the provisions of this part.

(c) ~~The city attorney~~Corporation Counsel, with the consent of the City Council, may exempt from the provisions of this part any conduct found to constitute a violation by any public officer or employee, if said ~~attorney~~counsel finds that the enforcement of this part with respect to such conduct is not necessary in the public interest.

(d) Any contract or transaction which was the subject of an official act or action of the City in which there is an interest prohibited by this Code, or which involved the violation of a provision of this Code, shall be voidable at the option of the City.

(e) ~~The city attorney~~Corporation Counsel shall have the power, where a violation of the provisions of this Code is threatened or has occurred, to bring civil action or proceeding at law or in equity for a judgment enjoining any violation of the provisions of this part or requiring the relinquishment of any prohibited interest or the voiding of any such contract or transaction, taking into account the interests of the City and any third persons who may be injured thereby. Where ~~the city attorney~~corporation counsel determines that the public interest may best be served by not voiding a contract or transaction entered into in violation of this part, such contract or transaction may be enforced and an action or proceeding may be brought against any public officer or employee found in violation of provisions of this part for damages not to exceed twice the damages suffered by the City or twice the profit or gain realized by the public officer or employee, whichever is greater.

SEC. 2-31198. DISTRIBUTION OF CODE OF ETHICS.

The city clerk shall cause a copy of this Code of Ethics to be distributed to every public officer and employee of the City within thirty (30) days after enactment of this Code. Each public officer and employee elected, appointed or engaged thereafter shall be furnished a copy before entering upon the duties of public office or employment.

Part C. State Gift Ban Act

SEC. 2-312019. ~~ADOPTION OF ACT.~~

~~(a) The State Gift Ban Act (5 ILCS 425 et seq.) is hereby adopted as required by Section 83 of the Act (5 ILCS 425/83).~~

~~(b) The solicitation or the acceptance of gifts prohibited to be solicited or accepted under the Act is~~

prohibited by any elected or appointed official or any employee of the City.

~~SEC. 2-31210. ETHICS OFFICER.~~

~~To the extent authorized by law and to the extent required by Section 35 of the Act (5 ILCS 425/35), the city administrator is appointed to serve as the "ethics officer" of the City. The ethics officer's duties shall be as provided in Section 35 of the Act.~~

~~SEC. 2-31221. STATE LEGISLATIVE ETHICS COMMISSION; COMPLAINTS.~~

~~All complaints for violations of the Act and this ordinance shall be filed with the state legislative ethics commission (created by Section 45(a)(6) of the Act).~~

~~SEC. 2-31232. EXISTING ETHICS ORDINANCE OR GIFT BAN ORDINANCE.~~

~~This ordinance does not repeal or otherwise amend or modify Sec. 2-3113 et seq. of the Code, which regulates the conduct of City officials and employees. To the extent that, and in any circumstance wherein Sec. 2-3113 is less restrictive than the State Gift Ban Act or this ordinance, then the provisions of this ordinance shall prevail in accordance with the provisions of Section 95 of the Act. Where this ordinance would be less restrictive than the provisions contained in Sec. 2-3113 et seq., then Sec. 2-3113 et seq. shall control.~~

~~SEC. 2-31243. FUTURE AMENDMENTS TO STATE GIFT BAN ACT.~~

~~Any amendment to the State Gift Ban Act (5 ILCS 425/1 et seq.) that becomes effective after the passage of this ordinance shall be incorporated into this ordinance by reference and shall be applicable to the solicitation and acceptance of gifts. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this ordinance by reference without formal action by the corporate authorities of the City.~~

~~SEC. 2-31254. FUTURE DECLARATION OF UNCONSTITUTIONALITY OF STATE GIFT BAN ACT.~~

~~(a) If the Illinois Supreme Court declares the State Gift Ban Act (5 ILCS 425/1 et seq.) unconstitutional in its entirety, then this ordinance shall be repealed as of the date that the Supreme Court's decision becomes final and not subject to any further appeals or rehearings. The ordinance shall be deemed repealed without further action by the corporate authorities of the City if the Act is found unconstitutional by the Illinois Supreme Court.~~

~~(b) If the Illinois Supreme Court declares part of the State Gift Ban Act (5 ILCS 425/1 et seq.) unconstitutional but upholds the constitutionality of the remainder of the Act or does not address the remainder of the Act, then the remainder of the Act as adopted by this ordinance shall remain in full force and effect; however, that part of this ordinance relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the City.~~

~~(Ord. No. 99-6-3; Chapter 2, Art. III, Div. 1 amended by adding a new Part C; 06/08/99)~~

Part CD. State Mandated Officials and Employees Ethics Act.

SEC. 2-3119265. DEFINITIONS.

For purposes of this ordinance, the following terms shall be given these definitions:

(a) **Campaign for elective office** means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public

office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

(b) **Candidate** means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

(c) **Collective bargaining** has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

(d) **Compensated time** means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

(e) **Compensatory time off** means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

(f) **Contribution** has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

(g) **Employee** means a person employed by the City of Moline whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of the City as employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

(h) **Employer** means the City of Moline.

(i) **Gift** means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

(j) **Leave of absence** means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

(k) **Officer** means a person who holds, by election or appointment, an office created by statute or ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

(l) **Political activity** means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

(m) **Political organization** means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

(n) **Prohibited political activity** means:

(1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event;

(2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event;

(3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution;

(4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;

(5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;

(6) Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question;

(7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;

(8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;

(9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;

(10) Preparing or reviewing responses to candidate questionnaires;

(11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;

(12) Campaigning for any elective office or for or against any referendum question;

(13) Managing or working on a campaign for elective office or for or against any referendum question;

(14) Serving as a delegate, alternate, or proxy to a political party convention; and;

(15) Participating in any recount or challenge to the outcome of any election.

(o) **Prohibited source** means any person or entity who:

(1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;

(2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;

(3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or

(4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

SEC. 2-312076. PROHIBITED POLITICAL ACTIVITIES.

(a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the City of Moline in connection with any prohibited political activity.

(b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.

(e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

SEC. 2-31218~~7~~. GIFT BAN.

Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

SEC. 2-31229~~8~~.EXCEPTIONS.

Section 2-31218 is not applicable to the following:

- (1) Opportunities, benefits, and services that are available on the same conditions as for the general public;
- (2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value;
- (3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate;
- (4) Educational materials and missions;
- (5) Travel expenses for a meeting to discuss business;
- (6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, ~~half brother~~half-brother, ~~half sister~~half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée;

(7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members;:-

(8) Food or refreshments not exceeding seventy-five dollars (\$75) per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means;:-

(9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances;:-

(10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity;:-

(11) Bequests, inheritances, and other transfers at death; and-

(12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than one hundred dollars (\$100.00).

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

SEC. 2-3130239. DISPOSITION OF GIFTS.

An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501-(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

SEC. 2-3124310. ETHICS ADVISOR.

~~The Moline city attorney~~ Corporation Counsel is appointed to serve as the "ethics advisor" of the City of Moline. The ethics advisor shall provide guidance to the officers and employees of the City of Moline concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws. The ethics advisor shall perform such other duties as may be delegated by the City Council.

SEC. 2-3125324. EXISTING ETHICS ORDINANCE OR GIFT BAN ORDINANCE.

This ordinance does not repeal or otherwise amend or modify Sec. 2-31123 et seq., of the Code, which regulates the conduct of City officials and employees. To the extent that, and in any circumstance wherein Sec. 2-31123 is less restrictive than the State Officials and Employees Act (Public Act 93-615 as amended by Public Act 93-617) or this ordinance, then the provisions of this

ordinance shall prevail in accordance with the provisions of the Act. Where this ordinance would be less restrictive than the provisions contained in Sec. 2-311926 et seq., then Sec. 2-311926 et seq., shall control.

SEC. 2-3126332. LOCAL ETHICS COMMISSION.

The local Ethics Commission for the City of Moline shall be composed of the members of the Board of Fire and Police Commissioners of the City of Moline as created by Section 2-4400 of this chapter.

The Commission shall have the following powers and duties:

(1) To promulgate procedures and rules governing the performance of its duties and the exercise of its powers;

(2) Upon receipt of a signed, notarized, written complaint, to investigate, conduct hearings and deliberations, issue recommendations for disciplinary actions, impose fines in accordance with Section 2-3112 of this Ordinance and refer violations of this Ordinance to the appropriate ~~attorney-counsel~~ for prosecution. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Ordinance and not upon its own prerogative;

(3) To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of this Ordinance;

(4) To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of the City of Moline to cooperate with the Commission during the course of its investigations. Failure or refusal to cooperate with requests by the Commission shall constitute grounds for discipline or discharge; ~~and~~.

(5) The powers and duties of the Commission are limited to matters clearly within the purview of this Ordinance.

SEC. 2-3127343. STATE LEGISLATIVE ETHICS COMMISSION; COMPLAINTS.

(a) Complaints alleging a violation of this Ordinance shall be filed with the Ethics Commission.

(b) Within three (3) business days after the receipt of a complaint, the Commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within three (3) business days after receipt by the commission. The notices to the respondent and the complainant shall also advise them of the date, time, and place of the meeting to determine the sufficiency of the complaint and to establish whether probable cause exists to proceed.

(c) Upon not less than 48 hours' public notice, the Commission shall meet to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this Ordinance, to determine whether there is probable cause, based on the evidence presented by the complainant, to proceed. The meeting may be closed to the public to the extent authorized by the Open Meetings Act. The Commission shall issue notice to the complainant and the respondent of the Commission's ruling on the sufficiency of the complaint and, if necessary, on probable cause to proceed within seven (7) business days after receiving the complaint.

(d) If the complaint is deemed sufficient to allege a violation of Section 2-31207 of this Ordinance and there is a determination of probable cause, then the Commission's notice to the parties shall include a hearing date scheduled within four (4) weeks after the complaint's receipt. Alternatively, the Commission may elect to notify, in writing, the ~~attorney corporation counsel~~ designated by the corporate authorities to prosecute such actions and request that the complaint be adjudicated judicially. If the complaint is deemed not sufficient to allege a violation or if there is

no determination of probable cause, then the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint, and that notice shall be made public.

(e) If the complaint is deemed sufficient to allege a violation of Article 5 of Public Act 93-615, as amended by Public Act 93-617, then the Commission shall notify in writing the ~~attorney-corporation counsel~~ designated by the corporate authorities to prosecute such actions and shall transmit to ~~the attorney-corporation counsel~~ the complaint and all additional documents in the custody of the Commission concerning the alleged violation.

(f) On the scheduled date and upon at least 48 hours' public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The hearing may be closed to the public only to the extent authorized by the Open Meetings Act.

(g) Within thirty (30) days after the date the hearing or any recessed hearing is concluded, the Commission shall either (i) dismiss the complaint or (ii) issue a recommendation for discipline to the alleged violator and to the ~~City Manager~~ city administrator or impose a fine upon the violator, or both. The particular findings in the case, any recommendation for discipline, and any fine imposed shall be a matter of public information.

(h) If the hearing was closed to the public, the respondent may file a written demand for a public hearing on the complaint within seven (7) business days after the issuance of the recommendation for discipline or imposition of a fine, or both. The filing of the demand shall stay the enforcement of the recommendation or fine. Within fourteen (14) days after receiving the demand, the Commission shall conduct a public hearing on the complaint upon at least 48 hours' public notice of the hearing and allow both parties the opportunity to present testimony and evidence. Within seven (7) days thereafter, the Commission shall publicly issue a final recommendation to the alleged violator and to the City Manager or impose a fine upon the violator, or both.

(i) If a complaint is filed during the sixty (60) days preceding the date of any election at which the respondent is a candidate, the Commission shall render its decision as required under subsection (e) within seven (7) days after the complaint is filed, and during the seven (7) days preceding that election, the Commission shall render such decision before the date of that election, if possible.

(j) The Commission may fine any person who intentionally violates any provision of Article 10 of Public Act 93-615, as amended by Public Act 93-617, in an amount of not less than One Thousand One Hundred One Dollars (\$1,001.00) and not more than Five Thousand Dollars (\$5,000.00). The Commission may fine any person who knowingly files a frivolous complaint alleging a violation of this Ordinance in an amount of not less than One Thousand One Hundred One Dollars (\$1,001.00) and not more than Five Thousand Dollars (\$5,000.00). The Commission may recommend any appropriate discipline up to and including discharge.

(k) A complaint alleging the violation of this Act must be filed within one year after the alleged violation.

SEC. 2-3128354. PENALTIES.

(a) A person who intentionally violates any provision of Section 2-31207 of this Ordinance may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).

(b) A person who intentionally violates any provision of Section 2-31218 of this Ordinance is subject to a fine in an amount of not less than One Thousand One Hundred One Dollars (\$1,001.00) and not more than Five Thousand Dollars (\$5,000.00).

(c) Any person who intentionally makes a false report alleging a violation of any provision of this

Ordinance to the local enforcement authorities, the State's Attorney or any other law enforcement official, may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).

(d) A violation of Article 5 of Public Act 93-615, as amended by Public Act 93-617, shall be prosecuted as a criminal offense by ~~an attorney~~corporation counsel for the City of Moline by filing in the circuit court any information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt.

A violation of Section 2-31218 of this Ordinance may be prosecuted as a quasi-criminal offense by ~~an attorney~~corporation counsel for the City of Moline, or, by the Ethics Commission through the designated administrative procedure.

(e) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Section 2-31207 or 2-31218 of this Ordinance is subject to discipline or discharge.

(Ord. No. 3022-2004; new Part D enacted, "State Mandated Officials & Employees Ethics Act"; 04/27/04)

DIVISION 2. EXECUTIVE DEPARTMENT

SEC. 2-3200. CREATED; PURPOSE.

The executive department is hereby created. The purpose of this department is to provide executive and general administrative direction, supervision, and control over the affairs of the City. This department will provide a focus for municipal policy and program development, coordination, and implementation. Legal services to the City shall be provided by this department through the City's ~~attorneys~~corporation counsel. Funds for the operation of the legislative and court functions and responsibilities of the City shall be included in the annual budget of the executive department.

SEC. 2-3201. MAYOR.

(a) **Qualifications and term.** The mayor shall be a citizen of the United States, a qualified elector, reside within the City limits, and shall hold office for a term of four (4) years, such term expiring on May 1 following the municipal election of candidates to said office and until a successor is elected and qualified.

(b) **Acts creating vacancy in office.** The following acts shall create a vacancy in the office of the mayor:

- (1) Resignation;~~;~~
- (2) Failure to elect or qualify;~~;~~
- (3) Death;~~;~~
- (4) Permanent mental or physical disability;~~;~~
- (5) Conviction of a disqualifying crime;~~;~~
- (6) Abandonment of office;~~;~~
- (7) Removal from office; and~~;~~
- (8) Removal of residency from the City.

(c) **Mayor pro tem.** ~~During a temporary absence or disability of the mayor, the City Council shall~~

~~elect one of its own members to act as mayor pro tem, who, during the absence or disability of the mayor, shall possess the power of mayor.~~ Following each mayoral election, the City Council approves, by resolution, a monthly rotating schedule designating an alderperson to serve as mayor pro tem, and who shall possess the power of the mayor during the absence or disability of the mayor.

(d) **General powers and duties.** The mayor shall have the following general powers and duties:

(1) Recommend to the City Council for consideration such policies, programs, projects, or other measures as deemed necessary or expedient;:-

(2) Take care that the laws and ordinances of the City are faithfully enforced;:-

(3) Exercise all appropriate powers as granted to the mayor by law, including, but not limited to power to appoint members to boards and commissions pursuant to the Code, the power to appoint such person(s) necessary to fill unexpired terms of ~~aldermen~~ Alderpersons when said terms are or become vacant, the power to preside at Council meetings, including the power of voting as set forth in the Moline Code of Ordinances, and all other granted powers except those functions and responsibilities assigned by law to other elected officials and appointed officers;:-

(4) Provide continuing liaison with the various agencies of the City and with other governmental bodies both within and outside the City;:-

(5) Have the power at all times to examine and inspect the books, records and papers of any agent, employee, or officer of the City; and

(6) Perform all other duties as are prescribed by law, this Code, or other City ordinance.

~~(e) **Release of prisoners.** The mayor may release any person imprisoned for the violation of any provision of this Code or other City ordinance, and shall report the release, with the cause thereof, to the City Council at its first session thereafter.~~

~~(f)~~(e) **Emergency powers of the mayor; enumerated; "curfew," "state of emergency" defined; notice to public; suspension of certain businesses; penalty.**

(1) As used in this section, the following terms shall have the meanings ascribed to them:

a. **Curfew** is hereby defined as a prohibition against any person or persons walking, running, loitering, standing, or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the City, except officials of any governmental unit and persons officially designated to duty with reference to a civil emergency.

b. A **state of emergency** shall mean:

1. A riot, unlawful assembly, mob action or civil disturbance characterized by the use of actual force or violence or any threat of force or violence accompanied by apparent immediate power to execute such threat by person or persons in the City without authority of law.

2. Any period of a disaster or emergency as declared by the Governor of the State of Illinois that includes any part of the City of Moline, any natural disaster, epidemic or other threat to public health, including flood, conflagration, cyclone, tornado, earthquake, or any man-made calamity or explosion within the corporate limits of the City, or the imminent threat of such, resulting or reasonably anticipated to result in the death or injury of persons or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare. An epidemic as referenced herein shall have the same meaning as provided by the Center for Disease Control as "an increase, often sudden, in the number of cases of a disease above what is normally expected in that population in that area," and shall include a pandemic, which is defined as a type of epidemic "that occurs over a wide geographic area and affects a large number of people."

~~(2) The mayor shall have the power, when necessary, to call upon every male inhabitant of the City over eighteen (18) years of age, to enforce the laws, the provisions of this Code or other City ordinance, and call out the militia to aid in suppressing riots and other disorderly conduct, or in carrying into effect any law, the provisions of this Code or other City ordinance, subject to the authority of the governor, as the commander in chief of the militia.~~

~~(3)~~(2) The mayor is hereby authorized, upon the occurrence of a state of emergency, to find that the state of emergency exists in accordance with said definitions of subsection (ef)(1), and said mayor is, in addition, hereby authorized to exercise the powers granted in this section during the state of emergency, upon the signing under oath a statement finding that a state of emergency does exist. Said statement shall also set forth facts to substantiate such findings, describe the nature of the emergency and declare that a state of emergency exists.

~~(4)~~(3) This statement of the mayor finding that a state of emergency exists shall be filed with the city clerk as soon as practicable after its execution.

~~(5)~~(4) After a declaration of a state of emergency by the mayor, a general curfew applicable to such persons and to such geographical areas of the City, or the City as a whole, may be ordered as deemed advisable, and the curfew shall be applicable during such hours of the day or night as deemed necessary in the interest of the public safety and welfare.

~~(6)~~(5) After the declaration of a state of emergency, the mayor may also, in the interest of public safety and welfare, make any or all of the following orders by executive order:

a. All actions reasonably necessary to respond to the emergency or otherwise imminently necessary for the protection of life and property;:-

b. Approve such contracts as may be presented by the city administrator for goods and/or services that are reasonably necessary to respond to the emergency, notwithstanding any other requirements of the Code of Ordinances, provided the cost of said contract is less than \$100,000.00;:-

c. Authorize overtime, recalls from duty, the cancellation of vacations, and increases in human-power resources;:-

d. Approve previously appropriated expenditures of the City for the purpose of continuing the operations of the municipality;:-

e. In the event the Local State of Emergency extends beyond the current fiscal year and a new budget has not been approved, to approve new spending by the City during the existence of the Local State of Emergency;:-

f. Order the closing of all retail liquor stores, including taverns and private clubs or portions thereof wherein the consumption or sale of intoxicating liquor and beer is permitted;:-

g. Order the discontinuance of the sale of alcoholic liquor by any wholesaler or retailer;:-

h. Order the discontinuance of selling, distributing or giving away gasoline or other liquid flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle; and:-

i. Order the discontinuance of selling, distributing, dispensing, transferring or giving away of any firearms or ammunition of any character whatsoever.

~~(7)~~(6) A statement of emergency declared by the mayor in accordance with this section shall expire not later than the call to order adjournment of the first regular meeting of the City Council after a statement of emergency is declared revoked by the mayor.

~~(8)~~(7) Upon issuing the declaration herein authorized, the ~~chief of police~~ City's Communications Coordinator shall notify the news media situated within the City and shall cause ~~three (3) copies of~~

the declaration declaring the existence of the emergency to be posted at the following places within the City: City Hall, the police station, ~~and the post office~~ and the City's website.

~~(9)~~(8) Any person violating the provisions of this section or any executive order issued pursuant thereto shall be guilty of an offense and punished as provided in Section 1-1107 of this Code.

~~(9)~~(f) **Salary.**

(1) The mayor shall receive a salary of twenty thousand dollars (\$20,000.00) per annum.

(Ord. No. 3026-2012; Sec. 2-3201(g)(1) repealed; new Sec. 2-3201(g)(1) enacted; 11/16/12; Ord. No. 3008-2017; Sec. 2-3201(g)(2) repealed in its entirety – elimination of mayoral health insurance participation requirement effective May 4, 2021; 06/13/17; Ord. No. 3011-2020; Sec. 2-3201(f) repealed; new Sec. 2-3201(f) enacted; 03/17/20)

SEC. 2-3202. CITY ADMINISTRATOR.

(a) **Creation.** There is hereby created the position of city administrator.

(b) **Appointment and dismissal.** The administrator shall be appointed by the City Council. The city administrator shall be the administrative head of the municipal government; shall be responsible for the efficient administration of all departments; shall be appointed without regard to said administrator's political beliefs and for an indefinite term, and the conditions of the city administrator's employment may be set forth in an agreement. In the case of the absence or disability of the city administrator, the City Council may designate a qualified administrative officer of the municipality to perform the duties of the city administrator during such absence or disability. The city administrator may at any time be removed from office by a majority vote of the members of the City Council.

(c) **Duties and responsibilities.** The city administrator shall be the chief administrative officer of the City and shall be responsible to the City Council for the general administration and direction of the operations of the various departments and offices of the City and in addition thereto shall:

(1) Enforce the laws and ordinances within the municipality;

(2) Appoint all directors of departments with the advice and consent of the City Council; except the parks and recreation director and library director, which directors shall be appointed by the respective commissions;

(3) Remove all directors of departments without the advice and consent of the City Council; except the parks and recreation director and the library director;

(4) Exercise control of all departments and divisions thereof created in this Code, or that may be created by the City Council; except as limited elsewhere in this Code;

(5) Assist the mayor and City Council in the preparation and administration of the annual budget and assist the ~~accounts and finance officer~~ director of finance in the preparation of the annual ~~appropriations budget~~ and tax levy ordinances. In the preparation of the annual budget, the city administrator shall consult with each of the various City departments, commissions, and boards and may require and obtain such information from them as may be useful and necessary for preparation of the annual budget. Revenue estimates and expenditure recommendations shall be presented in a manner which is in conformity with good fiscal management practices;

(6) Establish such procedures as shall ensure that no expenditures are made by the City, City departments, commissions or boards except as authorized by the ~~appropriations ordinances~~ annual budget, and in the administration of such procedures have the authority to examine all books and records of all City departments, commissions and boards;

(7) Permit, encourage and establish the use of efficient planning, budgeting, auditing, reporting,

accounting, and other fiscal management procedures in all City departments, commissions and boards;

(8) Have the power on any formal charge to remove any officer or employee appointed by the city administrator, other than those covered by Sec. 2-3202(c)(3) whenever the administrator shall be of the opinion that the interests of the City demand such removal. Such removal shall be made without the advice, consent or review of the City Council;

(9) Attend all meetings of the City Council with the right to take part in the discussions, but with no right to vote;

(10) Recommend to the City Council for adoption such measures as deemed necessary or expedient;

(11) Administer the Personnel Code and the City of Moline Position Classification and Compensation Plan and in relation thereto establish and maintain a personnel records system;

(12) Negotiate on behalf of the City with City employee organizations pursuant to direction of the City Council;

(13) Establish from time to time and encourage the establishment by City departments and offices, employee training programs that will improve the efficiency and effectiveness of the various City departments and offices;

(14) Analyze all City departments and offices and recommend to the City Council methods to improve their efficiency and effectiveness;

(15) Assist the mayor and City Council in the development of City policies and programs;

(16) Examine the long-range fiscal outlook of the City and advise the City Council regarding such matters;

(17) Perform financial analysis of annexation, tax, and legislative proposals and advise the City Council regarding such matters;

(18) Maintain a current knowledge of state and federal funding programs, present analysis of appropriate programs to the City Council and initiate and administer those programs approved by the City Council; and.

(19) Perform such other duties, consistent with the ordinances of the City and the laws of the State of Illinois, as the City Council may direct or delegate from time to time.

(d) **Qualifications.** The city administrator shall have the following training and qualifications:

(1) Education and training should be sufficient to accomplish the job as described in the employee job description.

(2) Knowledge: Shall have a knowledge of management administration, City government operation, and good general business practices; shall also have ability to perform administrative, managerial and staff functions; shall have ability in employee and public relations; shall have supervisory ability; shall have an ability to communicate verbally and in writing.

(e) **Salary.** The salary of the city administrator shall be set by the City Council as provided by law.

(Ord. No. 92-6-1; Sec. 2-3202 repealed; new section 2-3202 enacted; 06/02/92)

(Ord. No. 2003-05-05; references to standing committees changed to "City Council" or "Committee-of-the-Whole" throughout the Code; 05/13/03)

SEC. 2-3203. CORPORATION COUNSEL.

(a) **Creation.** There is hereby created the position of corporation counsel. The corporation counsel can either be filled ~~either~~ by a full-time City employee or an outside attorney or law firm. If the corporation counsel is not a full-time City employee, the position shall be considered an independent contractor.

(b) **Appointment and dismissal.** The corporation counsel shall be appointed by the city administrator with the advice and consent of the City Council and may be dismissed by the city administrator at any time in accordance with the provisions of this Code set forth in Sec. 2-3202(c)(3). In the event a corporation counsel appointed by the city administrator does not receive the advice and consent of the City Council, the city administrator may appoint a temporary corporation counsel whose temporary appointment may not exceed ninety (90) days and cannot be renewed after such appointment has expired.

(c) **Qualifications and conditions of employment.** The corporation counsel shall be licensed by the Supreme Court of the State of Illinois, shall be experienced in the general practice of law, and shall be knowledgeable in municipal law.

(d) **Duties and responsibilities.** The corporation counsel shall report to the city administrator and mayor and have the following duties and responsibilities:

(1) To serve as principal legal specialist of the City as directed pursuant to the ordinance;:-

(2.a) To provide verbal and written advice to the mayor and city administrator or, at the direction of the mayor or city administrator, any city officer on any matter of law in which the interests of the City are involved;:-

(2.b) To provide verbal and written advice to the City Council and any of its committees on any matter of law in which the interests of the City are involved as directed by the city administrator. When said advice is requested in written form, the request shall be made by motion on the Council floor and shall require a majority of Council present to vote in favor of said request;:-

(3) To prepare ordinances when requested by the mayor, city administrator, or the City Council upon motion made on the Council floor and apprised by a majority of Council members present in favor of said request;:-

(4) To attend all regular or special meetings of the City Council, and upon request of the mayor or city administrator, any meetings of the City Council's committees;:-

(5) As directed by the city administrator, to prosecute, defend or appeal on behalf of the City all cases in which the interests of the City are involved, including those arising from traffic violations, or any case where the official acts of any City officer or agent are involved except where those cases are handled by an insurance provider for the City;:-

(6) To examine all assessments and tax lists or other papers in relation to the assessment or collection of taxes or assessments, and approve the assessments and tax lists, and represent the City in all special assessment proceedings;:-

(7) To report to the city administrator, mayor and City Council from time to time the status of all cases of the City in litigation;:-

(8) To review all bonds, contracts and other instruments and recommend action concerning them prior to the City making commitments; and:-

(9) To perform such other legal or advisory services as requested by the city administrator.

(e) **Special counsel.** From time to time, the city administrator may authorize the engagement of special legal counsel to handle individual legal matters.

Such special counsel shall be compensated at a rate established and approved by the City Council at the time of engagement. The corporation counsel shall cooperate with such special legal counsel for the term of such engagement. Special legal counsel shall be engaged only for a specific legal matter or for a specific period of time.

(Ord. No. 99-5-2; Sec. 2-3203(d) and (e) repealed; new Sec. 2-3203(d) and (e) enacted; 05/04/99) (Ord. No. 2000-12-07; Sec. 2-3203, subsection (d)(2) repealed; new subsection (d)(2) enacted; 12/05/00) (Ord. No. 3008-2019; Sec. 2-3203, "CITY ATTORNEY," repealed in entirety; new Sec. 2-3203, "CORPORATION COUNSEL," enacted; further establishing that any reference to city attorney in the Code shall have the same meaning as the term corporation counsel; 03/12/19)

SEC. 2-3204. ASSISTANT CITY ADMINISTRATOR.

(a) **Creation.** There is hereby created the position of assistant city administrator.

(b) **Appointment and dismissal.** The assistant city administrator shall be appointed by the ~~City Council~~ city administrator with the advice and consent of the ~~city administrator~~ City Council and shall report to the city administrator. The city administrator may remove the assistant city administrator with or without the consent of the City Council. Said assistant city administrator may hold another non-conflicting municipal office, including a department director position, other than park and recreation director or library director, on an interim basis.

(c) The assistant city administrator may serve as the acting city administrator when the city administrator ~~(or, when appropriate, interim city administrator)~~ is absent from his or her office for more than one (1) consecutive day, and as directed by the city administrator.

(d) **Compensation.** The assistant city administrator shall receive compensation in such amount and manner as the city administrator, with consent of the City Council, who shall fix it from time to time by contract, ordinance, or motion.

(e) **Powers and Duties.** The assistant city administrator shall have the following powers and duties:

- (1) Provide staff support services for the city administrator and the City Council; and.
- (2) Perform such other duties as may be specified by the city administrator.

(Ord. No. 3009-2020; Sec. 2-3204 enacted; 03/17/20)

SEC. 2-3205. ADDITIONAL PERSONNEL.

In addition to the mayor, the city administrator, ~~and the city attorney~~ corporation counsel ~~and~~, the executive department shall include such other personnel as authorized by the City Council from time to time.

(Ord. No. 3009-2020 repealed existing Sec. 2-3204, Sec. 2-3205 enacted; 03/17/20)

DIVISION 3. THE CITY CLERK

(Text Effective May 1, 2001)

SEC. 2-3300. OFFICE CREATED; DUTIES; APPOINTMENT.

There is hereby created the appointive office of the city clerk who shall have all the duties and responsibilities of the city clerk as provided by statute, except as directed otherwise by the city administrator or except as modified herein. The city clerk shall be appointed by the city administrator with the advice and consent of the City Council and may be dismissed by the city administrator at any time in accordance with the provisions of this Code for the removal of officers set forth in Sec. 2-

SEC. 2-3301. SALARY.

The city clerk shall receive a salary as provided in the Class and Compensation Plan, ~~as adopted by the City Council on March 12, 2002.~~ Thereafter, the city clerk shall receive the same general wage increase and anniversary increase provided to the general class of employees exempt from collective bargaining agreements, if any is so provided in any particular year.

(Ord. No. 2002-04-01; Sec. 2-3301 repealed in its entirety; new Sec. 2-3301 related to the same subject matter enacted; 04/02/02)

SEC. 2-3302. ATTENDANCE AT CITY COUNCIL MEETINGS; RECORDS.

The city clerk shall attend each meeting of the City Council, and shall keep a correct typed or computerized record of the proceedings of the City Council actually attended by the clerk.

SEC. 2-3303. PREPARATION AND CUSTODY OF RECORDS; PUBLICATION OF ORDINANCES.

The city clerk shall keep all the records, papers, votes and proceedings of the City Council, and of the City, during the recess of the county, and all assessments, returns, and of elections of the City officers; and shall not suffer any records or papers, or other instrument of writing belonging to the City, to be taken out of the City's records office, subject to the penalty prescribed in Section 1-1107 of this Code, and a further forfeiture of the amount of all damages that may accrue by the loss or obliteration of any records or papers of the City, should any document be lost or obliterated.

SEC. 2-3304. EXECUTION OF DOCUMENTS

The city clerk, or one authorized to act in the clerk's behalf, shall, in conjunction with the mayor, sign all ordinances, bonds, and orders on the City treasury, and affix the seal of the City thereto.

SEC. 2-3305. DEPUTY CLERKS; APPOINTMENT, DUTIES.

(a) The city administrator shall have the authority to appoint such number of uncompensated deputy clerks as are necessary for the efficient operation of the office. Such deputies shall be appointed from City employees already employed by the City.

(b) The deputy city clerks shall have the power and duty to execute all documents required by any law to be executed by the city clerk, and affix the seal of the city clerk thereto wherever required. In signing any document, a deputy city clerk shall sign the name and title of such deputy city clerk.

(c) The powers and duties described in subsection (b) shall be exercised only in the absence of the city clerk from the place where the city clerk's office is maintained, and only when either written direction has been given by the clerk to the deputy city clerk to exercise such power, or the city administrator has determined in writing that the city clerk is temporarily or permanently incapacitated to perform such function.

(Ord. No. 99-10-1; Chapter 2, Div. 3, "THE CITY CLERK" repealed in its entirety; new Chapter 2, Div. 3 relating to the same subject matter enacted; 10/05/99 [effective after May 1, 2001])

DIVISION 4. DIRECTOR OF PUBLIC WORKS

SEC. 2-3400. DEPARTMENT OF PUBLIC WORKS – CREATED.

There is hereby created the department of public works to be composed of four (4)~~five (5)~~ divisions:

- ~~(1) Engineering;~~
- ~~(2)(1) Fleet & Facilities Services;~~
- ~~(3)(2) Municipal Services;~~
- ~~(4) Water;~~
- ~~(3) Park Maintenance; Water Pollution Control.~~
- ~~(5)(4) Buildings, Inspections and Code Enforcement.~~

SEC. 2-3401. POSITION OF DIRECTOR OF PUBLIC WORKS CREATED; APPOINTMENT; RESPONSIBILITY; QUALIFICATIONS.

There is hereby created the position of director of public works. The director of public works shall be appointed by the city administrator with the advice and consent of the City Council and may be dismissed by the city administrator at any time in accordance with the provisions of this Code for the removal of officers set forth in Sec. 2-3202(c)(3). Said director shall be responsible for the administration, direction, and supervision of the department of public works and its personnel and carry out such other functions as may be assigned from time to time by the city administrator. The individual appointed to the position of director of public works shall be a person skilled in public works ~~and utility management~~, and shall have experience in planning and scheduling work; a demonstrated ability to communicate orally and in writing; a knowledge and understanding of and experience in street construction and maintenance; municipal services; fleet and facilities; park maintenance; buildings, inspections and code enforcement~~hydraulic or sanitary engineering~~; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

SEC. 2-3402. POWERS AND DUTIES.

The director of public works shall organize the department and command, coordinate and control all the assigned functions and duties of the department. The director of public works shall protect the department from unnecessary damage or loss and keep the department in proper running order and repair. The director of public works shall have the following functions and duties:

- ~~(1) The construction, operation, and maintenance of all sanitary and storm sewer facilities and appurtenances, including sanitary sewers and pumping stations, storm sewers, drains, ditches, culverts, and water courses under the jurisdiction of the City.~~
- ~~(2) The construction, operation, and maintenance of all water treatment and water facilities and appurtenances, including water mains, booster pumping stations, and water storage units, under the jurisdiction of the City.~~
- ~~(3)(1) Plan and direct the repair and maintenance of streets, sidewalks, alleys, storm sewers, sanitary sewers, water mains and appurtenances thereto including:~~
 - a. Snow removal and ice control;
 - b. Street sweeping and cleaning;
 - c. Patching of improved and unimproved streets; and
 - d. ~~Storm sewer cleaning and repair;~~
 - e. ~~Stormwater drainage ditch maintenance;~~
 - f. ~~Sanitary sewer cleaning and repair;~~

~~g. Water distribution system repair;~~

~~h-d. Weed control on public right-of-way.~~

~~(4)(2) Plan and direct the collection and disposal of garbage and refuse.~~

~~(5)(3) The control, management, and supervision of all City shops and garages, including all equipment and vehicles.~~

~~(4) Administration and maintenance of all public buildings.~~

~~(5) Plan and direct functions of the Building Division.~~

~~(6) Administer maintenance duties of the Parks and Recreation Board.~~

~~(7) Maintain appropriate records and prepare monthly and annual reports as may be required.~~

~~(8) Be the chief fiscal planner for the department; prepare the annual budget and control expenditures for all the foregoing.~~

~~(9) Undertake long-range planning and programming of public works services.~~

~~(10) Shall cause all the ordinances in relation to the streets, alleys and sidewalks to be enforced, and shall give written permits when necessary to private parties desiring to use the streets and alleys, and shall enter complaints for violation thereof. Shall obey such orders, general and special, as may be received from the City Council and the city administrator. And for any refusal or willful neglect to perform any duty required of the director of public works by any ordinance of the City, said director shall be subject to removal from office.~~

~~(11) The director is hereby designated as supervisor of traffic signals, police and fire alarms, and it is hereby made said director's duty to keep these systems at all times in good condition, to make such tests as are necessary or advisable and to make extensions to the systems as provided for from time to time. In addition, said director is hereby authorized to operate and keep in repair, and to extend lines and wires for fire and police alarm systems, and to properly care for other matters coming under the director's supervision.~~

~~(12) Perform such other duties, consistent with the ordinances of the City and laws of the State of Illinois, as the city administrator may direct from time to time.~~

~~(13) Establish and administer appropriate work rules, standards and practices consistent with City ordinances and policies to accomplish the foregoing.~~

~~(14) The director shall assist the city engineer/director of engineering in keeping a correct map or profile of all the highways, streets and alleys water and sanitary sewer mains now or hereafter laid in said City on file in the city engineer/director of engineering's office, with their dimension, and location and connections, hydrants, and cutoffs, and shall also keep, in conjunction with the accounts and finance officer/director of finance, just, true and correct books of account, in such a manner that the same will at all times show the true condition and state of business of said office. Such books shall at all times be subject to inspection by the City Council. The director shall deliver such books of account to any successor in office when said director's appointment is terminated.~~

~~(15) The director of the department, or person duly authorized by said director, shall review plans and specifications for extensions and improvements to the water and/or sanitary sewer system and submit recommendations for approval or changes. The director shall assist the city engineer in determining that extensions and improvements are in accordance to plans and specifications.~~

~~(16) It shall be the duty of the director of the department to enforce all the laws and ordinances related to the entire water and water pollution control system of the City.~~

~~(47)(15) Shall not, in a private capacity, either directly or indirectly, for said director or others, or~~

by others in trust for said director or said director's own or others' account, be interested in any work or labor performed for the City by, through or under the director as such officer, or in any contract or agreement made and entered into by the director by virtue of said director's office.

(Ord. No. 2003-05-05; references to standing committees repealed throughout the Code and updated with "City Council" or "Committee-of-the-Whole;" 05/13/03)

SEC. 2-3403. PERSONNEL IN DEPARTMENT OF PUBLIC WORKS.

In addition to the director of public works, the department of public works shall include assistant director of public works; city engineer; fleet maintenance fleet and facilities manager; ; and municipal services general manager; water general manager; water pollution control general manager; and such other personnel as authorized by the City Council from time to time.

~~SEC. 2-3404. CITY ENGINEER; DUTIES.~~

~~The city engineer shall be a registered professional engineer in the state; shall report to the director of public works and have the following duties and responsibilities:~~

~~(1) The city engineer, in consultation with the director, shall perform all engineering services for the department of public works and for such other departments of the City as may be required.~~

~~(2) The city engineer shall prepare plans estimates and specifications for all work done by the board of local improvements, by the street section and for such other work as the City Council shall designate by resolution or ordinance that requires the skill of a civil engineer and surveyor.~~

~~(3) Shall examine and recommend for approval, in accordance with the provisions of this Code regulating subdivisions, all plats of subdivisions of land within the City, cause the plats to be recorded upon the City maps and records, and assign to each lot the proper house numbers according to the provisions of Section 28-5100 et seq. in this Code.~~

~~(4) Shall prepare and keep on file in the engineering division a sectional map record showing:~~

- ~~a. The size and location of all water and/or sewer systems constructed in the City and also location of all branches for house connections;~~
- ~~b. The location and character of all pavements and storm drains constructed in the City;~~
- ~~c. The location and character of all sidewalks constructed;~~
- ~~d. In book form, a progress record of plans and profiles of all public works constructed in the City as is not otherwise recorded in detail.~~

~~(5) Shall make all necessary surveys for establishing street grades and boundaries of City property and shall furnish street grades to property owners along streets where such grades have been established when directed so to do by the mayor or City Council.~~

~~(6) Shall supervise and direct all work pertaining to the future extension of all water, storm, and sanitary sewer mains. The city engineer shall keep a correct map of all water, storm, and sanitary sewer mains laid now or hereafter for the use of the department of public works. The City engineer shall authorize, and the plumbing inspector shall inspect and approve, all private connections made to the water and/or water pollution control system.~~

~~(7) Conduct engineering studies, in consultation with the director, and maintain all engineering records and documents of the City, provide technical engineering advice and service to all City departments, division, offices, boards, commissions as the city administrator may direct from time to time.~~

~~(8) Design and inspect all City construction projects and review all engineering work done by~~

consultants for the City to assure that the best interests of the City are met.

SEC. 2-3405. SUPERVISION OF PUBLIC WORK.

~~The city engineer shall direct as to workmanship, materials and methods of construction all public works, shall have supervision of the inspectors and inspection of all public works, shall make such tests as may be required of materials of construction for work done by the board of local improvements and shall perform such other duties as may be assigned to said director from time to time by the city administrator or the City Council.~~

SEC. 2-3406. BONDS OF EMPLOYEES.

~~The director of the department and all other employees shall file bonds in such amount as shall be approved by the City Council for the faithful performance of their duties, and such bonds shall run in the name of the City, and shall be filed with the city clerk. The premiums shall be paid for from the funds of the department.~~

~~(Ord. No. 2002-08-07; Div. 4, "DIRECTOR OF PUBLIC WORKS," repealed in its entirety; new Div. 4 related to the same subject matter enacted; 08/27/02)~~

DIVISION 5.

CITY ENGINEER/DIRECTOR OF ENGINEERING

SEC. 2-3500. DEPARTMENT OF ENGINEERING – CREATED.

There is hereby created the department of engineering to be composed of three (3) divisions:

- (1) Design Services;
- (2) Construction Management Services; and
- (3) Traffic Operations.

SEC. 2-3501. POSITION OF CITY ENGINEER/DIRECTOR OF ENGINEERING - CREATED; APPOINTMENT; RESPONSIBILITY; QUALIFICATIONS.

There is hereby created the position of director of engineering. The director of engineering shall be appointed by the city administrator with the advice and consent of the City Council and may be dismissed by the city administrator at any time in accordance with the provisions of this Code for the removal of officers set forth in Sec. 2-3202(c)(3). Said director shall be responsible for the administration, direction, and supervision of the department of engineering and its personnel and carry out such other functions as may be assigned from time to time by the city administrator. The director of engineering shall direct as to workmanship, materials and methods of construction for all engineering projects, shall have supervision of the inspectors and inspection of all engineering projects, shall make such tests as may be required of materials of construction for work done on local improvements and shall perform such other duties as may be assigned to said director from time to time by the city administrator or the City Council.

The individual appointed to the position of director of engineering shall be a person skilled in engineering design, permitting, construction administration, management, and shall have experience in planning and scheduling work; a person skilled in civil engineering, and shall have experience in planning and scheduling work; a demonstrated ability to communicate orally and in writing; a knowledge and understanding of and experience in engineering design of streets, water, wastewater and storm water systems; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

SEC. 2-3502. PERSONNEL IN DEPARTMENT OF ENGINEERING.

In addition to the director of engineering, the department of engineering shall include an assistant director of engineering; a construction manager; design manager; traffic operations manager; and such other personnel as authorized by the City Council from time to time.

~~RESERVED~~**SEC. 2-3503. DIRECTOR OF ENGINEERING DUTIES.**~~2-3404. CITY ENGINEER; DUTIES.~~

The director of engineering shall organize the department and command, coordinate and control all the assigned functions and duties of the department. The director of engineering shall protect the department from unnecessary damage or loss and keep the department in proper running order and repair. The director of engineering shall be a registered professional engineer in the state and have the following duties and responsibilities::

~~(9)~~(1) The director of engineering shall perform all engineering services for the department of engineering and for such other departments of the City as may be required.

~~(10)~~(2) The director of engineering shall prepare plans, construction cost estimates and specifications for all work done on local improvements, and for such other work as the City Council shall designate by resolution or ordinance that requires the skill of a civil engineer and surveyor.

~~(11)~~(3) Shall examine and recommend for approval, in accordance with the provisions of this Code regulating subdivisions, all plats of subdivision of land within the City, cause the plats to be recorded upon the City maps and records, and assign to each lot the proper house numbers according to the provisions of Section 28-5100, et seq., in this Code.

~~(12)~~(4) Shall prepare and keep on file in the department of engineering a sectional map record showing:

- a. The size and location of all water and/or sewer systems constructed in the City and also location of all branches for house connections;
- b. The location and character of all pavements and storm drains constructed in the City;
- c. The location and character of all sidewalks constructed; and
- d. In book form, a progress record of plans and profiles of all public works constructed in the City as is not otherwise recorded in detail.

~~(4)~~(5) The director of engineering shall be designated as supervisor of traffic signals, and it is hereby made said director of engineering's duty to keep these systems at all times in good condition, to make such tests as are necessary or advisable and to make extensions to the systems as provided for from time to time.

~~(13)~~(6) Shall make all necessary surveys for establishing street grades and boundaries of City property and shall furnish street grades to property owners along streets where such grades have been established when directed so to do by the mayor or City Council.

~~(14)~~(7) Shall supervise and direct all work pertaining to the future extension of all water, storm and sanitary sewer mains. The director of engineering shall keep a correct map of all water, storm, and sanitary sewer mains laid now or hereafter for the use of the department of utilities. The director of engineering shall authorize, and the plumbing inspector shall inspect and approve, all private connections made to the water and/or water pollution control system.

~~(15)~~(8) Conduct engineering studies, in consultation with the director of public works and director of utilities, and maintain all engineering records and documents of the City, provide

technical engineering advice and service to all City departments, divisions, offices, boards and commissions as the city administrator may direct from time to time.

(9) Design and inspect all City construction projects and review all engineering work done by consultants for the City to assure that the best interests of the City are met.;

(10) Be the chief fiscal planner for the department; prepare the annual budget and control expenditures for the department.

(11) Undertake long-range planning and programming of engineering work and services.

(12) The duties of the director of engineering may be handled by the assistant director of engineering in the absence of the director of engineering.

SEC. 2-3502. POWERS AND DUTIES.

(16) _____ The Director of Engineering shall organize the department and command, coordinate and control all the assigned functions and duties of the department. The Director of Engineering shall ...;

SEC. 2-3503. SUPERVISION OF PUBLIC WORK.

The city engineer shall direct as to workmanship, materials and methods of construction all public works, shall have supervision of the inspectors and inspection of all public works, shall make such tests as may be required of materials of construction for work done by the board of local improvements and shall perform such other duties as may be assigned to said director from time to time by the city administrator or the City Council.

DIVISION 6.

DIRECTOR OF UTILITIES

SEC. 2-3600. DEPARTMENT OF UTILITIES – CREATED.

There is hereby created the department of utilities to be composed of threetwo (32) divisions:

(1) Water;

(2) Stormwater; and

(3) Water Pollution Control.;

SEC. 2-3601. POSITION OF DIRECTOR OF UTILITIES CREATED; APPOINTMENT; RESPONSIBILITY; QUALIFICATIONS.

There is hereby created the position of director of utilities. The director of utilities shall be appointed by the city administrator with the advice and consent of the City Council and may be dismissed by the city administrator at any time in accordance with the provisions of this Code for the removal of officers set forth in Sec. 2-3202(c)(3). The director of utilities shall be responsible for the administration, direction, and supervision of the department of utilities and its personnel and carry out such other functions as may be assigned from time to time by the city administrator. The individual appointed to the position of director of utilities shall be a person skilled in public works and utilities-utility management, and shall have experience in planning and scheduling work; a demonstrated ability to communicate orally and in writing; a knowledge and understanding of and experience in construction and maintenance of water and pollution control systems; hydraulic or sanitary engineering; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

SEC. 2-3602. POWERS AND DUTIES.

The dDirector of uUtilities shall organize the department and command, coordinate and control all the assigned functions and duties of the department. The dDirector of uUtilities shall protect the department from unnecessary damage or loss and keep the department in proper running order and repair. The dDirector of uUtilities shall have the following functions and duties:

(1) The construction, operation, and maintenance of all sanitary and storm sewer facilities and appurtenances, including sanitary sewers and pumping stations, storm sewers, drains, ditches, culverts, and water courses under the jurisdiction of the City.

(2) The construction, operation, and maintenance of all water treatment and water facilities and appurtenances, including water mains, booster pumping stations, and water storage units, under the jurisdiction of the City.

(3) Be the chief fiscal planner for the department; prepare the annual budget and control expenditures for all the foregoing.

(4) Undertake long-range planning and programming of public utilities.

(5) Shall cause all the ordinances in relation to all water treatment and water facilities and appurtenances, including water mains, booster pumping stations, and water storage units, under the jurisdiction of the City, and all the ordinances in relation to all sanitary and storm sewer facilities and appurtenances, including sanitary sewers and pumping stations, storm sewers, drains, ditches, culverts, and water courses under the jurisdiction of the City, to be enforced, and shall give written permits when necessary to private parties desiring to use the streets and alleys, and shall enter complaints for violation thereof. Shall obey such orders, general and special, as may be received from the City Council and the city administrator. And for any refusal or willful neglect to perform any duty required of the director of ~~public works~~utilities by any ordinance of the City, said director shall be subject to removal from office.

(6) Perform such other duties, consistent with the ordinances of the City and laws of the State of Illinois, as the city administrator may direct from time to time.

(7) Establish and administer appropriate work rules, standards and practices consistent with City ordinances and policies to accomplish the foregoing.

(8) The director shall assist the ~~city engineer~~director of engineering in keeping a correct map or profile of all the water and sanitary sewer mains now or hereafter laid in said City on file in the ~~city engineer~~director of engineering's office, with their dimension, location and connections, hydrants, and cutoffs, and shall also keep, in conjunction with the ~~accounts and finance officer~~Finance Department, just, true and correct books of account, in such a manner that the same will at all times show the true condition and state of business of said office. Such books shall at all times be subject to inspection by the City Council. The director shall deliver such books of account to any successor in office when said director's appointment is terminated.

(9) The director of the department, or person duly authorized by said director, shall review plans and specifications for extensions and improvements to the water and/or sanitary sewer system and submit recommendations for approval or changes. The director shall assist the ~~city engineer~~director of engineering in determining that extensions and improvements are in accordance to plans and specifications.

(10) It shall be the duty of the director of the department to enforce all the laws and ordinances related to the entire water and water pollution control system of the City.

(11) Shall not, in a private capacity, either directly or indirectly, for said director or others, or by others in trust for said director or said director's own or others' account, be interested in any work or labor performed for the City by, through or under the director as such officer, or in any contract or agreement made and entered into by the director by virtue of said director's office.

SEC. 2-3603. PERSONNEL IN DEPARTMENT OF UTILITIES.

In addition to the director of utilities, the department of utilities shall include the water general manager; water pollution control general manager; and such other personnel as authorized by the City Council from time to time.

SEC. 2-3604. CITY ENGINEER; DUTIES.

~~(1) The city engineer, in consultation with the Director of Utilities, shall perform all engineering services for the Department of Utilities.~~

~~(2) Shall prepare and keep on file in the engineering division a sectional map record showing:~~

~~a. The size and location of all water and/or sewer systems constructed in the City and also location of all branches for house connections;~~

~~b. The location and character of all pavements and storm drains constructed in the City.~~

~~(3) Shall supervise and direct all work pertaining to the future extension of all water, storm, and sanitary sewer mains. The city engineer shall keep a correct map of all water, storm, and sanitary sewer mains laid now or hereafter for the use of the department of public works. The City engineer shall authorize, and the plumbing inspector shall inspect and approve, all private connections made to the water and/or water pollution control system.~~

~~(7) Conduct engineering studies, in consultation with the director, and maintain all engineering records and documents of the City, provide technical engineering advice and service to the department of utilities.~~

~~(8) Design and inspect all City utility construction projects and review all engineering work done by consultants for the City to assure that the best interests of the City are met.~~

DIVISION 7.

ACCOUNTS AND FINANCE OFFICEDIRECTOR OF FINANCE

**SEC. 2-367000. ACCOUNTS AND FINANCE OFFICEDPARTMENT OF FINANCE -
CREATED.**

There is hereby created the ~~office of accounts and finance~~department of finance to be composed of ~~three~~two (32) divisions:

~~(1) Purchasing and central services;~~

~~(2)(1) Utility Billing and Collections and licensing; and~~

~~(3)(2) Accounting and payroll.~~

**SEC. 2-36013701. SAME – POSITIONPOSITION OF DIRECTOR OF FINANCE
CREATED; APPOINTMENT; RESPONSIBILITY; QUALIFICATIONS.**

Said ~~office of accounts and finance~~department shall be under the supervision and control of an ~~accounts and finance officer~~the director of finance. Said officer shall be appointed by the city administrator with the advice and consent of the City Council and may be dismissed by the city administrator at any time in accordance with the provisions of this Code for the removal of officers set forth in Sec. 2-3202(c)(3). Said officer shall possess the following qualifications:

(1) Education and training should be sufficient to accomplish the job as described in the employee job description; and-

(2) Knowledge of the principles of cash management; municipal accounting; data processing; fiscal planning; and all areas of fiscal management, control, and administration.

SEC. 2-360237023. SAME –POWERS AND DUTIES.

Said ~~accounts and finance officer~~director of finance shall have charge of the supervision and control of the ~~office of accounts and finance~~department of finance and the administration of the fiscal affairs of the City to the extent same has not been reserved to the mayor, city administrator, and City Council, and to that end, said officer shall have the following authority and duties:

(1) Keep books and accounts of the receipts and expenditures of all departments;

- (2) Keep accurate detailed accounts of:
- a. All taxes and assessments, general or special in nature, assessed on behalf by or on behalf of the City and all money due to the City from any and every source;
 - b. Money received and the several sources from which derived; and
 - c. All funds of the City and disbursements made therefrom and all obligations incurred thereby;
- (3) Prescribe the method of keeping accounts for all departments, commissions, boards, and offices of the City, which method shall be uniform as nearly as practicable, shall conform to the laws of the state, and shall be consistent with sound municipal accounting principles;
- (4) Examine and audit all accounts and claims against the City except claims for unliquidated damages; and said officer, or one authorized to act in said officer's behalf by the City Council, shall not issue or sign any draft, check, or warrant until such examination and audit verifies the correctness of the account upon which the same is issued;
- (5) Be responsible for the approval of all proposed expenditures; and, unless said officer shall certify that there is an unencumbered balance of budgeted ~~or appropriated and~~ available funds for the purpose for which expenditure is to be made, no encumbrance and no expenditure shall be made;
- (6) Balance the books of account of all departments, boards, and commissions of the City each calendar month under the direction of the city administrator and make monthly and quarterly public financial statements to the City Council;
- (7) Present to the City Council annually, following the completion of the audit, and whenever required by the City Council, a detailed statement of the financial condition of the City, which shall include all receipts and expenditures of the various departments; a detailed statement of the debt of the City, and the purpose for which it was incurred; and an inventory of ~~all real estate, personal property, supplies, and equipment of the City, with both their cost and estimated current value~~ only capitalized assets in compliance with GAAP Accounting and City Capital Asset Guidelines;
- (8) Serve as ex officio City treasurer and have custody of all public funds belonging to or under the control of the City, or any office, department, board, commission, or agency of the City government; deposit all funds coming into said officer's hands in such depositories as may be designated by resolution or ordinance of the City Council subject to the requirements of law as to ~~surety~~ collateral, the payment of interest on deposits, and any ratio limits as to deposits to assets;
- (9) ~~Have custody~~ Oversee the safe keeping of all investments and invested funds of City government, or in possession of such government in a fiduciary capacity; have the safekeeping of all bonds, notes, or other evidences of indebtedness of the City, and be responsible for the receipt and delivery of the same for transfer, registration, or exchange;
- (10) Have supervision and direction of the collection of all moneys due the City from any other source whatsoever unless otherwise provided by law or ordinance and all moneys due the City collected by any other officer or employee of the City shall be promptly accounted for and paid into the City treasury; said collection shall specifically include water and sewer bill collections and administrative fines for parking violations;
- (11) Serve ex officio as the collector of special assessments and have all the duties thereof as provided by law;
- (12) Collect all taxes, special assessments, license fees, and other revenues of the City or for whose collection the City is responsible; and receive all money receivable by the City from the state or federal government; or from any court, or from any office, department, board, commission, or agency of the City; or from any source whatsoever;
- (13) Maintain payroll records and pay the City payroll as required by ordinance upon receipt of

proper certification of the correctness of same;

(14) Work under the direction and supervision of the city administrator in the preparation of the annual budget, revenue forecasts, and other fiscal documents;

(15) Perform all other duties required by law of City auditors, comptrollers, treasurers, and collectors which have not been specifically provided for hereinabove and maintain adequate internal controls and separation of duties to prevent fraud; and

(16) Perform all other duties which the City Council and city administrator may from time to time require or which by ordinance are assigned to said officer.

(Ord. No. 92-6-1; §2-3602 repealed; new section enacted; 06/02/92)

(Ord. No. 2003-05-05; references to standing committees repealed throughout the Code and updated with "City Council" or "Committee-of-the-Whole;" 05/13/03)

(Ord. No. 3029-2015; Sec. 2-3602(15) repealed – removed the duty of the accounts & finance officer to serve as manager of all surplus property to be disposed of by the City, its departments, boards, etc. and to supervise the procedures of said disposal; remaining subsections renumbered; 08/04/15)

SEC. 2-36033703. SAME - DIVISION DUTIES PERSONNEL IN DEPARTMENT OF FINANCE.

In addition to the director of finance, the department of finance shall include an assistant director of finance, finance manager and such other personnel as authorized by the City Council from time to time. The ~~accounts and finance officer~~ director of finance shall have the authority to arrange and distribute the various duties of said office to the separate divisions of the office according to the discretion of said officer; provided, said distribution is consistent with sound management practices, with due regard to the primary functions of said divisions as indicated by title of the divisions, and is in writing filed with the city clerk and the city administrator. In all cases, though, expenditures and collections duties, shall be segregated for internal control purposes ~~shall be kept separate from the accounting and auditing functions.~~

ARTICLE IV. BOARDS AND COMMISSIONS

DIVISION 1. IN GENERAL

SEC. 2-4100. LIST OF BOARDS AND COMMISSIONS.

(a) The following boards and commissions are agencies of the City, and the respective number of members and terms of said members of said boards and commissions are listed solely for information purposes and the sections elsewhere referenced in this Code creating said boards and commissions are governing:

(1) Board of Local Improvements: Three (3) members - Terms co-existent with their terms of City office;

(2) Board of Fire and Police Commissioners: Three (3) members - Three-year term;

(3) Citizens Advisory Council on Urban Policy: Seven (7) members - Three-year term;

(4) Building Code Board of Appeals: Five (5) members - Four-year term;

Note: The mayor may designate the Building Code Board of Appeals to serve as the Housing Code and Dangerous Building Code appeals boards.

(5) Library Board of Directors: Nine (9) members - ~~Two~~ Three-year term;

(6) Electrical Appeals Board: Five (5) members - Three-year term;

- (7) Mechanical Appeals Board: Five (5) members - Two-year term;
- (8) Plumbing Appeals Board: Five (5) members - Two-year term;
- (9) Moline Commission on Youth: Seven (7) members - Three-year term;
- (10) Moline Plan Commission: Eleven (11) members - Six-year term;
- ~~(11) Zoning Board of Appeals: Seven (7) members - Five-year term.~~
- ~~(12)~~(11) Park and Recreation Board: Seven (7) members - Five-year term;
- ~~(13)~~(12) Foreign Fire Insurance Tax Revenue Administrative Board: Seven (7) members – Two-year term;
- ~~(14)~~(13) Historic Preservation Advisory Committee: Seven (7) members - Three-year term;
- (14) Human Rights Commission: Seven (7) members – ~~Four~~Two-year term;
- (15) Moline Centre Main Street Commission: Nine (9) members - Three-year term;
- (16) Keep Moline Beautiful Commission: Seven (7) members - Three-year term; and
- ~~(15)~~(17) Public Art Commission: Seven (7) members - Two-year term.

(b) The members of said boards and commissions are appointed by the mayor with the advice and consent of the City Council, except the members of the foreign fire insurance tax revenue administrative board, all of who are members of the Moline Fire Department.

(c) All meetings of the boards and commissions will be held at City Hall, or other place so designated by special-resolution and notice of the City Council, except that the Library Board of Directors, Moline Commission on Youth, and Park and Recreation board shall hold meetings pursuant to the direction of each respective board.

(d) Any member of the City’s boards and commissions may attend and participate in any meeting of said boards and commissions from a remote location via electronic means in the same manner as set forth for the City Council and under the same rules and restrictions set forth in Section 2-2200(e) above and provided that such attendance is in compliance with any other applicable laws.

(d)(e) Excessive absenteeism. Excessive absenteeism shall mean an absence from more than four (4) meetings of the board or commission during a municipal year. Any appointed member who is absent from more than four (4) meetings during a municipal year, shall be considered to have resigned from said board or commission and a vacancy shall exist to be filled according to City ordinance, unless superseded by a board or commission bylaw.

(Ord. No. 94-9-5; Sec. 2-4100 repealed; new Sec. 2-4100 enacted; 09/13/94; Ord. No. 3020-2007; new Sec. 2-4100(d) enacted; 07/17/07; Ord. No. 3012-2009; Sec. 2-4100(12) repealed; new Sec. 2-4100(12) enacted; 05/26/09; Ord. No. 3036-2009; Sec. 2-4100(13) repealed; new Sec. 2-4100(13) enacted; 11/17/09)

(Note: Sec. 2-4100(a)(9) – scrivener’s error corrected 05/29/15 by amending number of members from fifteen (15) to seven (7) per Ord. No. 3031-2006, enacted 06/27/06)

SEC. 2-4101. JURISDICTION AND AUTHORITY.

The various jurisdictions, powers, and authority of said boards and commissions, and their composition and the terms of said members of said boards and commissions, as set forth in Section 2-4100, are identified elsewhere in this Code, and each one of them shall abide by said delegation of authority.

SEC. 2-4102. BOARDS AND COMMISSIONS WHICH ARE NOT CITY AGENCIES.

The following boards and commissions are not agencies of the City, but are independent entities to which the mayor either sits ex officio or appoints a member or members (with advice and consent of the City Council).

- (1) Board of Commissioners of the Metropolitan Airport Authority or Rock Island County: mayor appoints one (1) member - Five-year term;
- (2) Board of Trustees of the Rock Island County Metropolitan Mass Transit District: mayor appoints one (1) member - Three-year term;
- (3) Moline Housing Authority: Five (5) members - Five-year term;
- ~~(4) Board of Trustees of the Police Pension Fund: Two (2) of Five (5) members appointed to Two-year term, with mayor, ex officio;~~
- ~~(4) Five (5) members - Two-year term.~~
- (5) Board of Trustees of the Fire Pension fund: Two (2) of Five (5) members appointed to Two-year term, with mayor, ex officio;
- (6) Bi-State Regional Commission: One (1) alderperson appointed to term not to exceed term of office with mayor, ex-official;
- ~~(7) mayor, ex officio~~
- ~~(8)(7) Illinois Quad City Civic Center Authority Board: city administrator, ex-officio and mayor appoints two (2) members - Three-year term; and~~
- ~~(9) Board of Directors of the United Health Systems of the Quad Cities: mayor appoints six (6) members - Three-year term.~~
- ~~(10)(8) Board of Directors of the Quad Cities Convention and Visitors Bureau: mayor appoints one (1) member - Three-year term.~~
- ~~(11) Quad City Development Board: mayor, ex-officio.~~
- ~~(12) Moline Small Business Incubator Advisory Board: city administrator and director of planning and development, ex-officio and mayor appoints two (2) members - serve at pleasure of mayor.~~

SEC. 2-4103. REQUIREMENTS FOR ALL BOARD OR COMMISSION PUBLIC HEARINGS.

All public hearings required by statute or ordinance, required to be held before any board or commission created under the Moline Code of Ordinances, shall substantially conform to the Rules and Regulations promulgated from time to time by resolution of the City Council for such purpose.

(Ord. No. 3003-2004; new Sec. 2-4103 enacted; 02/03/04)

DIVISION 2. MOLINE COMMISSION ON YOUTH

SEC. 2-4200. CREATED; COMPOSITION; QUALIFICATIONS OF MEMBERS.

There is hereby created the Moline Commission on Youth, consisting of seven (7) members who are residents of the City, and who over the years have shown a special, vital and public spirited interest in youth leadership and youth problems.

(Ord. No. 3031-2006; Sec. 2-4200 repealed; new Sec. 2-4200 enacted; 06/27/06)

SEC. 2-4201. EX OFFICIO MEMBERS.

The mayor, the chief of police, the juvenile officer and assistant juvenile officer, and the recreation director of the parks department shall be ex officio members of the commission on youth.

(Ord. No. 2003-05-05; references to standing committees changed to "City Council" or "Committee-of-the-Whole" throughout the Code; 05/13/03; Ord. No. 3031-2006; Sec. 2-4201 repealed; new Sec. 2-4201 enacted; 06/27/06)

SEC. 2-4202. PURPOSE.

The overall purpose of the commission shall be to encourage the continuing betterment of opportunities for the wholesome development of the youth in the City.

SEC. 2-4203. APPOINTMENT OF MEMBERS; RECOMMENDATIONS.

(a) The members of the commission shall be appointed by the mayor, subject to approval by the City Council. In making appointments, the mayor shall first consider recommendations made by the commission.

(b) In the month of March, the commission shall make its recommendations for appointments to fill the expiring terms of members, which appointments shall be effective on the first day of April. Recommendations for special appointments to the commission shall be made as vacancies may occur.

SEC. 2-4204. TERMS OF MEMBERS.

The terms of the members of the commission shall be for three (3) years.

SEC. 2-4205. FISCAL YEAR.

The fiscal year for the commission shall be from the first day of ~~April~~ January to the last day of ~~March~~ December next following.

SEC. 2-4206. ORGANIZATION.

The commission shall select its own chairman and officers in accordance with procedures, which the commission may adopt.

SEC. 2-4207. FUNCTIONS, POWERS AND DUTIES GENERALLY.

The commission shall:

- (1) Assist in coordinating and integrating governmental and private plans and services affecting the welfare of children and youth in the City;
- (2) Assist in coordinating and integrating all plans and services for protecting children from exposure to harmful influences and conditions conducive to delinquency;
- (3) Make or cause to be made studies and surveys related to juvenile behavior or in the interest of youth guidance;
- (4) Request and obtain such cooperation, assistance and data from City departments and agencies as may be reasonably necessary to carry out its work;

(5) Recommend plans and methods for the improvement of opportunities for the wholesome development of youth in the City;

(6) Create subcommittees, composed of members or nonmembers of the commission, to aid and assist in the work of the commission; and;

(7) Create a special subcommittee consisting of persons qualified by experience and training to provide guidance and counseling to children referred to it by the police department, the family court, the schools, or any social agency.

SEC. 2-4208. RECORD OF PROCEEDINGS.

The commission shall keep a written record of its proceedings, which shall be available for public inspection.

SEC. 2-4209. ANNUAL REPORT TO THE COUNCIL.

In March of each year, the commission shall prepare and submit to the City Council a summary report of its operations, studies, meetings held, and attendance of its members during the preceding fiscal year, along with a statement of projected plans for the subsequent fiscal year.

DIVISION 3. BOARD OF LOCAL IMPROVEMENTS

SEC. 2-4300. ESTABLISHED; COMPOSITION.

There is hereby established a board of local improvements for the City. This board shall consist of three (3) members who are qualified to serve as members of the board of local improvements under state law. The members' terms shall be co-extensive with their terms of City office.

SEC. 2-4301. MAYOR TO BE PRESIDENT OF THE BOARD.

The mayor shall be the president of the board of local improvements.

SEC. 2-4302. COMPENSATION.

The members of the board of local improvements shall receive such compensation as may be fixed from time to time by the City Council in conformance with state law.

SEC. 2-4303. MEETINGS.

The board of local improvements shall meet at such times as it may determine, or upon call of the president of the board.

SEC. 2-4304. POWERS AND DUTIES IN GENERAL.

The board of local improvements shall have the powers and duties prescribed by statute unless specifically modified herein.

SEC. 2-4305. HOME RULE POWERS.

The board of local improvements shall follow the procedures set forth herein below rather than those prescribed by state statute:

(1) Nothing in the state statute shall prevent the City Council from initiating a local improvement by referring an improvement project to the board for consideration as a local improvement;

(2) The board shall have authority to accept bid security in the amount of five percent (5%) of the bid and in the form of a cash bond, a cash bond accompanied by a certified check, or a bid bond executed by corporate surety satisfactory to the board;

(3) Upon retirement of bonds or vouchers or installment payments thereon, funds received shall be applied first to interest due thereon and then to the principal thereof and no separate accounting shall be required for all projects initiated after the date hereof;

(4) Bonds or vouchers shall be paid in numerical order and not on a pro rata basis whenever sufficient monies are available for the redemption of one (1) or more of them;

(5) Registered holders of bonds or vouchers shall be entitled to notice to the hearing on the final certificate of completion in the same manner as other interested parties;

(6) The board shall have a preliminary assessment roll prepared and available for inspection at the public hearing to determine the scope, nature, necessity, and extent of a proposed local improvement, and said preliminary assessment roll shall be prepared as if the project as proposed and designed would go forward without modification. If the board modifies said project as a result of said public hearing, the preliminary assessment roll will be revised to reflect said modification prior to forwarding its recommendation to the City Council; and

(7) If there are any changes in the preliminary assessment roll equaling ten (10) per-cent or more of public benefit or the aggregate private benefit after the City Council has considered a project, but before an order of final confirmation, the board shall report said changes to the City Council prior to setting any hearing to confirm the revised assessment roll; and the City Council may then decide to proceed or abandon the local improvement project in its discretion.

DIVISION 4. BOARD OF FIRE AND POLICE COMMISSIONERS

SEC. 2-4400. ESTABLISHED; COMPOSITION; APPOINTMENT AND TERMS OF MEMBERS.

There is hereby established a board of fire and police commissioners which shall consist of three (3) members, who shall be appointed by the mayor, with the consent of the City Council, for a term of three (3) years.

SEC. 2-4401. PERSONS ELIGIBLE FOR APPOINTMENT TO THE BOARD.

The eligibility of persons for appointment to the board of fire and police commissioners shall be as prescribed by statute.

SEC. 2-4402. SECRETARY; APPOINTMENT, COMPENSATION.

The board of fire and police commissioners shall appoint a secretary who shall hold office until a successor is appointed by the board and whose compensation shall be fixed by the annual ~~appropriation ordinance~~budget of the City.

SEC. 2-4403. POWERS AND DUTIES IN GENERAL.

The board of fire and police commissioners shall have such powers and duties as are prescribed by statute unless said powers and duties are specifically modified or revoked herein or elsewhere in the Moline Code of Ordinances.

SEC. 2-4404. POLICE CHIEF NOT TO BE APPOINTED BY THE BOARD.

The board of fire and police commissioners shall not appoint the chief of police.

SEC. 2-4405. FIRE CHIEF NOT TO BE APPOINTED BY THE BOARD.

The board of fire and police commissioners shall not appoint the fire chief.

SEC. 2-4406. POWERS AND DUTIES IN DEROGATION OF STATE LAW.

Notwithstanding powers and duties established by state statute in the board of fire and police commissioners, said board shall have the following specific powers and duties:

- (1) To define the meaning of "day" for purposes of discipline and otherwise;
- (2) To establish and adopt rules and regulations pertaining to grounds for disqualification of applicants; provided, said grounds are job related and do not constitute unlawful discrimination;
- (3) To establish and adopt rules and regulations pertaining to the grant and use of military credits for original and promotional appointments and to the grandfathering of military credit points for existing officers still eligible for military credit points under existing law and regulations;
- (4) To establish and adopt rules and regulations pertaining to hearing procedures for the removal or discharge of probationary officers when the grounds for removal or discharge give rise to a property interest under the common law;
- (5) To establish and adopt rules and regulations pertaining to procedures for the issuance of departmental discipline under the board's appellate jurisdiction, unless superseded by a collective bargaining agreement;
- (6) To establish and adopt rules and regulations pertaining to hearing procedures for non-disciplinary discharges as established by ordinance or memoranda of understanding; provided, such rules shall not provide for more than appellate jurisdiction in the board over same and shall not provide the board with discretion to determine if discharge is an appropriate remedy; and
- (7) To establish and adopt rules and regulations pertaining to the establishment and maintenance of original eligibility registers, ~~and~~ duration for original eligibility registers and promotions; provided, no eligibility register shall be valid for a period longer than three (3) years.

Furthermore, should the City Council consider and approve by resolution rules and regulations promulgated by the board, any power or duty contained in said approved rules and regulations, whether in conflict with state law or not, is to be construed as a delegation of power by a home rule unit of government.

DIVISION 5. FOREIGN FIRE INSURANCE TAX REVENUE ADMINISTRATIVE BOARD.

SEC. 2-4500. BOARD ESTABLISHED.

There is hereby established a foreign fire insurance tax revenue administrative board which shall consist of seven (7) members.

SEC. 2-4501. BOARD COMPOSITION, ELECTION, TERM, VACANCIES.

- (a) The board shall consist of the fire chief, who shall hold office by virtue of rank, a battalion or assistant chief, a captain or lieutenant, a firefighter/engineer, a firefighter/paramedic, and two (2) at-large members.
- (b) The battalion or assistant chief, captain or lieutenant, firefighter/engineer, and firefighter/paramedic shall be elected by secret written ballot of all the commissioned members of the Moline fire department held on the third (3rd) Thursday of April in even-numbered years;

however, it is understood that the president of the employee organization recognized as the chief bargaining agent for members of the Moline Fire Department, if any, is entitled to sit ex-officio as a member of such board and that no election will be held for the rank held by such president. The term of the board members shall be two (2) years and shall commence on May 1 following election.

(c) The two (2) at-large members shall be elected from the sworn members of the bargaining unit of the Moline Fire Department. The term of the at-large board members shall be two (2) years and shall commence on May 1 following election; however, the original at-large members shall have an abbreviated term commencing thirty (30) days following passage hereof.

(d) If a vacancy occurs in office because a member terminates service with the fire department for any reason, is promoted out of the ranks represented or resigns, the fire chief shall appoint a person to fulfill the remaining term of a battalion or assistant chief, and the then union president, if any, shall appoint a person to fulfill the remaining term of the remaining ranks' representatives. If there is no exclusive bargaining agent recognized, the chief shall appoint a person to fill the remaining term of the remaining ranks' representatives.

(e) If there is an insufficient number of candidates to fill all positions, the number of board members may be reduced, but not to fewer than three (3) members.

SEC. 2-4502. BOARD OFFICERS: CHAIRMAN, TREASURER, SECRETARY.

The board members shall elect a chairman, a treasurer and a secretary to serve as officers of the board. Said officers shall serve in accordance with the bylaws adopted by said board.

(a) Chairman. A chairman of the board shall be elected annually from members serving on the board and shall preside over all meetings. In the event of the chairman's absence, the board members present shall select a chairman from those members present to serve in his or her absence for that meeting. The chairman shall be responsible for calling special meetings and shall be responsible for notifying the secretary of all meetings. The chairman shall vote on all issues to come before the board in the same capacity as any other member.

(b) Treasurer. The board shall annually elect a person to serve as treasurer of the board from either its members or from non-members, or, in the alternative, shall appoint the ~~accounts and finance officer~~ director of finance to serve as its treasurer. If no person is elected to serve as treasurer or in the event of any vacancy in the office of treasurer of the board, the ~~accounts and finance officer~~ director of finance shall serve as its treasurer until the vacancy is filled. Nothing herein shall prevent a person serving on the board to serve as treasurer, but no compensation shall be paid to such person or to the ~~accounts and finance officer~~ director of finance. Other persons serving as treasurer shall be entitled to compensation established by the board.

(c) Secretary. The secretary to the fire chief shall serve as the recording secretary to the board; however, the board shall elect from its members a person to serve as secretary of the board. The secretary of the board may be elected annually or following the board member elections held in even-numbered years so that the term for said position runs concurrently with the terms of the board members.

SEC. 2-4503. POWERS AND DUTIES.

(a) The board shall have the power to expend money provided by the foreign fire insurance tax in accordance with written bylaws and to make gifts to the City of property, supplies or money for the use, maintenance and benefit of the Moline Fire Department and to adopt bylaws establishing the manner of selection of a chairman and the other offices of the board; the rules of procedure for the conduct of its meetings, the establishment of regular meeting times and places and the manner of calling special meetings; the authority of its officers; and other necessary matters dealing with the administration of the fund; however, such bylaws may not violate the following:

(1) A quorum shall not exist without either the fire chief or the battalion or assistant chief representative being present; however, if both the fire chief and the battalion or assistant chief representative are absent for three (3) consecutive meetings, a quorum can exist without either the fire chief or the battalion or assistant chief representative being present so that regular business may be conducted;

(2) No bylaw or amendment thereto shall be effective until same has been on file with the city clerk for at least ten (10) days; and

(3) The purposes for which funds may be expended shall not include purposes other than the following:

a. Personnel expenditures for safety devices or education;

b. Personnel expenditures for training or training materials;

c. Personnel expenditures for health or physical fitness devices, education, or screenings but no member of the fire department shall be entitled to additional paid leave, pension, insurance, or other welfare benefits as a result of expenditures authorized by subsection a., b., or c., herein;

d. Furniture, appliances, and other materials necessary for personal comfort of personnel at the firehouses;

e. Specialized equipment such as cardio-pulmonary resuscitation dolls, jaws of life, etc.;

f. Compensation for treasurer and auditing of the fund;

g. Bonding for the board and its officers;

h. Pension contributions to the fire pension fund; but not contributions required of individual members of such fund; and

i. Contingencies for expenditures falling within the previous purposes or necessarily implied thereby.

(b) The board shall have the duty to submit to the City Council, on or before April 30th of each year, a report detailing meetings, actions, funds received and funds dispersed for the previous year ending on March 31st. In addition, the board shall require that accounts be kept in accordance with generally accepted accounting principles for government entities and make the book of accounts available for inspection and auditing by the ~~accounts and finance officer~~ director of finance or designee thereof. Further, no purchase of equipment, supplies or other property shall be made unless same complies with the purchasing ordinances and policies of the City.

(c) The board shall have the duty to require its treasurer and all board members to post a surety bond acceptable to the City in the penal sum of twenty-five thousand dollars (\$25,000.00) each conditioned on the faithful performance of the duties of office and the payment of all monies received by such officer according to law and ordinance.

(d) As required by state statute, all funds provided to, and/or expended by, the board shall be audited as part of the annual municipal audit to verify that all expenditures have been expended by the board only and are for the maintenance, use, and benefit of the department as set forth herein.

(Ord. No. 96-1-7; §2-4503 amended; new (d) enacted; 2-6-95; Ord. No. 3036-2009; Division 5 repealed in entirety; new Division 5 enacted; 11/17/09)

DIVISION 6. KEEP MOLINE BEAUTIFUL COMMISSION

SEC. 2-4600. COMMISSION ESTABLISHED.

There is hereby established a Keep Moline Beautiful Commission which shall consist of seven (7)

members, with three-year terms, and a non-voting staff project coordinator. The members shall be appointed by the mayor, with the advice and consent of the City Council.

SEC. 2-4601. COMMISSION COMPOSITION.

The Commission, as appointed by the mayor, shall consist of a representative of the City Council, a Main Street Program representative, four (4) citizen representatives, and a city employee representative.

SEC. 2-4602. ORGANIZATION.

The Commission shall select its own chairman and officers in accordance with procedures which the Commission may, from time to time, adopt.

SEC. 2-4603. MISSION.

The mission of the Keep Moline Beautiful Commission shall be to initiate and support active partnerships and projects between Moline citizens, businesses, and City government to promote a more beautiful, clean, and healthy environment for both residents and visitors to enjoy.

SEC. 2-4604. FUNCTIONS, GENERALLY.

The Commission shall:

(1) Initiate and support National Keep America Beautiful initiatives and programs and conform to Keep America Beautiful ("KAB") certification requirements; and.

(2) Initiate and support City of Moline beautification programs such as but not limited to the "residence of the month" beautification award, "business of the month" beautification award, Adopt-A-Park, Adopt-A-Street, Neighborhood Partnership Committee, and Green Groupies.

Initiate and support non-profit and volunteer organizations, environmental events and initiatives including the Blue Can Group, Main Street Program, Bald Eagle Days, Eagle View Group, Sierra Club, Earth Week Coalition, Living Lands and Waters, River Action, Quad City Conservation Alliance and Cool Cities.

(Ord. No. 96-2-1; Article IV amended; new Division 6 enacted; 02-13-96; Ord. No. 3050-2008; Division 6 repealed; new Division 6 enacted; 11/18/08)

DIVISION 7. HUMAN RIGHTS COMMISSION

SEC. 2-4700. SHORT TITLE.

This article may be cited as the "Human Rights Ordinance."

SEC. 2-4701. INTENT.

In adopting this article, it is the intent of the City to aid in securing an end to discrimination in the City of Moline, including but not limited to, ending discrimination by reason of age, color, creed, family status, marital status, national origin, physical and mental disability, political affiliation, race, religion, sex, sexual orientation, or any other discrimination based upon categorizing or classifying a person that is not based upon factual data about the persons or group and is not related to the purpose for which it is used.

SEC. 2-4702. NOTIFICATION OF RIGHTS.

(a) Any individual who believes that he or she has been subjected to illegal discrimination in violation of state law shall be notified of the following by the commission:

(1) Any individual who believes that he or she has been aggrieved by a violation of the provisions of the Illinois Human Rights Act, found generally at 775 ILCS 5/5-101 et seq., may file a complaint in accordance with that Act; ~~and-~~

(2) The name, address and telephone number of the Illinois Department of Human Rights and the Illinois Human Rights Commission shall be provided to said complaining individual, along with the hours of operation of the Illinois Department of Human Rights.

(b) The commission shall keep a record of all such complaints received for which the information above described is provided.

SEC. 2-4703. NUMBER OF COMMISSION MEMBERS.

The Moline Human Rights Commission shall have seven (7) members, of which any three can comprise a panel of sub-committees.

(Ord. No. 3018-2021; Sec. 2-4703 amended; 7/27/21)

SEC. 2-4704. APPOINTMENT AND REMOVAL OF COMMISSION MEMBERS.

The mayor, with the advice and consent of the City Council, may appoint three commissioners to a one-year term, and four commissioners to a two-year term. The mayor, with the advice and consent of the City Council, may appoint the successor to each commissioner to serve for a term of two years. Special appointments shall be made by the mayor and City Council as vacancies may appear. The commission's members may be removed by the mayor at any time, with or without cause, for any reason or no reason, but always with the advice and consent of the City Council.

(Ord. No. 3018-2021; Sec. 2-4704 amended; 7/27/21)

SEC. 2-4705. COMPOSITION OF THE COMMISSION.

To the extent practicable, the commission shall be composed of a broad representation of the City community, with due consideration for representatives from various religious faiths, racial and nationality groups, and other interested persons.

SEC. 2-4706. ELECTIONS BY THE COMMISSION.

At the annual meeting of the Commission, the Commission members shall elect the following officers: chair, vice-chair, and recording secretary. The recording secretary shall take ~~detailed~~ minutes of each meeting, ~~which minutes shall be forwarded to the mayor and the City Council within one week of approval.~~

SEC. 2-4707. MEETINGS AND QUORUMS.

The Commission shall meet on a designated date each month. Such other meetings may be held at the call of the chairman or majority of the members of the said commission. There must be in attendance a minimum of three (3) commission members, which shall constitute a quorum, before any business may be conducted.

SEC. 2-4708. DUTIES OF THE COMMISSION.

The commission shall have the following duties and responsibilities:

- (a) The duty of notification of rights specified in Sec. 2-4702, above;
- (b) The duty to educate the public, City staff, and elected officials, through meetings, dissemination of materials, educational seminars and other appropriate means, as to:
 - (1) The existence of diversity in the community and its importance to the community;
 - (2) The illegality of discrimination in all its invidious forms;
 - (3) The rights of persons who have suffered from unlawful discrimination and the remedies available to such persons under existing law; and
 - (4) Other appropriate educational matters related to human rights within the City of Moline.
- (c) The commission shall invite and enlist the cooperation of racial, religious and ethnic groups, community organizations, fraternal and benevolent societies, veterans' organizations, professional and technical organizations and other groups in the City in carrying on its work. The Commission may aid in the formation of local community groups in such neighborhoods as it may deem necessary or desirable to carry out specific programs designed to lessen tensions or improve understanding in the community, or to assist in the education of community members on their individual rights. The Commission shall cooperate with state and federal agencies whenever it deems such action appropriate in effectuating the policy of this article.
- (d) The commission shall request such cooperation, assistance and data from City departments through the City Administrator as may be reasonably necessary to carry out its work.
- (e) The commission shall also have the duty to work with other units of local government in Rock Island County, to end unlawful discrimination in Rock Island County. Such duty shall include additional educational efforts as well as gauging interest in an inter-governmental agreement to implement a county-wide Human Rights Commission with investigatory and enforcement powers as provided by statute.
- (f) The commission shall render an annual report to the Mayor and City Council.

(Ord. No. 2002-02-03; new Div. 7, "HUMAN RIGHTS COMMISSION," enacted; 02/12/02; Ord. No. 3018-2021; Sec. 2-4708 amended; 7/27/21)

DIVISION 8. MOLINE CENTRE MAIN STREET COMMISSION

SEC. 2-4800. COMMISSION ESTABLISHED.

There is hereby established a Moline Centre Main Street Commission which shall consist of seven (7) Members, with three-year terms, and a non-voting staff project coordinator. The members shall be appointed by the Mayor, with the advice and consent of the City Council.

SEC. 2-4801. COMMISSION COMPOSITION/TERMS

(a) The Commission, as appointed by the Mayor, shall consist of at least one (1) representative of the City Council, at least one (1) member of the Downtown Special Service Area board of directors, at least four (4) citizen representatives, and one (1) City employee representative. The Main Street Program Coordinator shall be a non-voting Commission member and shall be present at all meetings of the Commission. The number of members may be decreased to not fewer than seven (7) and not more than fifteen (15) members from time to time. The number of members shall always consist of a whole, odd number. No decrease shall have the effect of shortening the term of an incumbent member. Members shall not hold more than two (2) consecutive terms. Members may rejoin the Commission after a one (1) year hiatus.

(Ord. No. 3021-2012; Sec. 2-4801 repealed; new Sec. 2-4801 enacted; 08/14/12)

SEC. 2-4802. ORGANIZATION.

The Commission shall select its own chairman and officers in accordance with procedures which the Commission may, from time to time, adopt.

SEC. 2-4803. MISSION.

The mission of the Moline Centre Main Street Commission shall be to initiate and support active partnerships and projects between Moline citizens, businesses, and City government by promoting a vibrant and vital downtown through a long-term commitment to the Illinois Main Street program and using the National Main Street Four-Point Approach of economic revitalization to build a sustainable and complete community revitalization effort of the historic downtown district.

SEC. 2-4804. FUNCTIONS, GENERALLY.

The Commission shall:

- (1) Stimulate downtown Moline Centre revitalization by encouraging cooperation and building leadership in the business community;
- (2) Create a positive image for downtown Moline Centre by promoting the downtown as an exciting place to live, dine, shop, and invest;
- (3) Improve and enhance the physical appearance of downtown Moline Centre through the use of the Moline Centre District Design Guidelines by encouraging sensitive rehabilitation of existing properties and encouraging compatible new construction that enhances the unique and historic character of downtown Moline Centre;
- (4) Study the economic changes taking place in downtown Moline Centre and analyze the impact of metropolitan growth upon the downtown district;
- (5) Promote community development through planning and programming, consistent with the City of Moline, Illinois, comprehensive and consolidated plans;
- (6) Improve communication and processes between the City and businesses;
- (7) Increase public-awareness and enhance the image of downtown Moline Centre;
- (8) Create a business base that will support and complement one another;
- (9) Increase foot traffic and business sales in downtown Moline Centre;
- (10) Improve the visual and physical appearance of downtown Moline Centre;
- (11) Nurture community pride in and support of downtown Moline Centre;
- (12) Promote downtown Moline Centre through marketing, public relations and communications strategies;
- (13) Establish a coordinated effort among various organizations and agencies to support the revitalization of downtown Moline Centre;
- (14) Promote economic growth and increase property values in downtown Moline Centre and to eliminate the causes of deterioration;
- (15) Expand and diversify the retail mix in downtown Moline Centre;
- (16) Strengthen residential development and renovation;

- (17) Maintain and increase private sector investment and expansion;
 - (18) Encourage business excellence and quality in merchandise, services and building appearance; and;
 - (19) Create a business district that is unique, diverse, friendly, comfortable, active, accessible, creative, and cultural.
- (Ord. No. 3029-2010; new Div. 8, "MOLINE CENTRE MAIN STREET COMMISSION," enacted; 06/22/10)

DIVISION 9. PUBLIC ART COMMISSION
SEC. 2-4900. PUBLIC ART COMMISSION ESTABLISHED.

There is hereby established the Public Art Commission that will consist of seven (7) members appointed by the Mayor, at least one of whom will be a current member of the Historic Preservation Commission, with the advice and consent of the City Council. In addition, the Mayor will designate a City employee to serve as staff liaison between the Corporate Authorities and Public Art Commission.
 (Ord. No. 3022-2021; Sec. 2-4900 enacted; 8/31/21)

SEC. 2-490140. COMMISSIONER TERMS AND QUALIFICATIONS.

Commissioners will serve staggered two-year terms with the initial Mayoral appointments as follows:

Four Commissioners will be appointed to two-year terms; and

Three Commissioners will be appointed to three-year terms.

The Mayor will designate one Commissioner appointee as "Chair".

No Commissioner will serve more than three consecutive terms; provided, however, that should a Commissioner's replacement not obtain the consent of City Council upon expiration of a Commissioner's term then the incumbent Commissioner will serve until a replacement Commissioner obtains City Council's consent.

The Mayor will select Commissioners that are representative of the City's demographics and have experience or interest in the placement, creation, or designation of public art, as well as any other qualifications the Mayor deems necessary and appropriate. Notwithstanding anything to the contrary in this Sec. 2-490140, Commissioners will not be required to be City of Moline residents.

(Ord. No. 3022-2021; Sec. 2-4910 enacted; 8/31/21)

SEC. 2-490215. DEFINITIONS.

As used in this Division 9, the following words and phrases will have the meanings set forth below.

Art or Artwork means works in any permanent medium or combination of media produced by a professional practitioner in the art but does not include performing or literary arts such as dance, music, drama, or poetry.

Artist means a practitioner of the creative arts, generally recognized as such by critics and peers, with a body of work including commissions, exhibitions, sales, publications, and collections. For the purposes of this document, "artist" shall not include persons primarily working in the professional fields of architecture, engineering, design or landscaping.

Capital Improvement Project or CIP means certain capital improvement projects located in the Downtown Moline Public Art Program Area funded by the City.

Commission means the Public Art Commission.

Commissioner means the members of the Moline Public Art Commission.

Corporate Authorities means the Mayor and City Council.

Downtown Moline Public Art Program Area is that area designated in Ordinance No. 3022-2021.

Moline Public Art Collection means all Public Art owned by the City.

Public Art Master Plan or **Plan** means the “Moline Public Art and Placemaking Plan”, prepared by the Public Art Consultants, approved and adopted by the Corporate Authorities pursuant to Ordinance No. 3022-2021, on August 31, 2021, as the same may be amended from time to time.

Public Art means a work of art that is visible and accessible to the public for a minimum of 40 hours per week. Public Art may include sculpture, painting, installations, photography, video, works of light or sound, or any other work or project determined by the Public Art Commission to satisfy the intent of this Chapter, provided, however, that none of the following shall be considered Public Art:

1. Objects that are mass produced of standard design, such as banners, signs, playground equipment, benches, statuary, street or sidewalk barriers, or fountains;
2. Reproduction, by mechanical or other means, of original works of art, except as incorporated into film, video, photography, printmaking or other derivative works as approved by the Public Art Commission;
3. Decorative, architectural, or functional elements that are designed by the building architect or landscape architect as opposed to an artist commissioned for this purpose; or
4. Landscape architecture or gardening, except where these elements are designed by an artist and are an integral part of a work of art.

Public Art Program means the Public Art Program of the City in the Downtown Moline Public Art Program Area.

Public Art Annual Work Plan means the annual work plan developed by the Public Art Commission with staff, detailing the Public Art projects and funding levels recommended for the upcoming year.

Public Space means any area or property (public or private) which is accessible or visible to the general public a minimum of 8 hours per business day.

Publicly Owned Land means any City owned land open to the public and managed by the City.

(Ord. No. 3022-2021; Sec. 2-4915 enacted; 8/31/21)

SEC. 2-490320. ORGANIZATION, POLICIES, AND PROCEDURES.

(a) **Organization.** After the initial appointment of a Chair by the Mayor, each subsequent Chair will be selected by the Commission from among their membership and pursuant to procedures the Commission adopts for itself, which procedures and any amendments thereto will be filed with the Office of the City Clerk.

(b) **Policies.** The Commission will operate in accordance with policies and procedures adopted by City Council from time to time. Notwithstanding anything to the contrary in this Subsection 490345(b), in the case of any conflict between any adopted policy and this Division 9, this Division 9 will control.

(c) **Procedures.**

(1) **Meetings.** All meetings of the Commission will be held on dates as determined by annual resolution of City Council and pursuant to the requirements of the Illinois Open Meetings Act, 5 ILCS

120/1 et seq., as the same may be amended from time to time. Additional meetings of the Commission may be held on the call of the Chair, or upon a majority of the Commissioners then holding office, and upon proper notice.

(2) Minutes and Records. The Commission will keep minutes of its proceedings summarizing said meeting and showing the vote of each Commissioner upon questions considered.

(3) Necessary Vote. The concurring vote of at least a majority of the currently appointed Commissioner will be necessary to take any action or adopt any motion of any matter under the Commission's jurisdiction.

(Ord. No. 3022-2021; Sec. 2-4920 enacted; 8/31/21)

SEC. 2-490425. MISSION.

The Public Art Commission advises the City's Corporate Authorities in all matters pertaining to City-sponsored Downtown Moline Public Art Program Area, as identified in the Public Art Master Plan approved and adopted by City Council pursuant to Ordinance No. 3022-2021. The Commission's primary goal is to increase the public's awareness of all visual arts, including, but not limited to, exhibition of sculpture, paintings, mosaics, photography, and video.

The Public Art Commission will be responsible for interpreting and reviewing proposed Public Art projects in the Downtown Moline and Cultural Corridors Public Art Program areas and making recommendations to the City's corporate authorities based on criteria identified in Sec. 490320(b) of this Division.

(Ord. No. 3022-2021; Sec. 2-4925 enacted; 8/31/21)

SEC. 2-490530. RESPONSIBILITIES.

The Public Art Commission is strictly an advisory and recommending body to the Corporate Authorities and will have no powers independent of those specifically delegated to it by the Corporate Authorities. The Public Art Commission will advise and make recommendations to the Corporate Authorities for all Public Art and Public Art Programs in the Downtown Moline and Cultural Corridors, and the following specific matters:

- (1) Prepare and present the Public Art Annual Work Plan to the Corporate Authorities for their approval;
- (2) Present an annual report to the Corporate Authorities of the Public Art Commission's activities;
- (3) Advise and make recommendations on existing Public Art Policies, and amendments to the Public Art Policies;
- (4) Advise and make recommendations on artist selection juries and process;
- (5) Advise and make recommendations on commission and placement of Public Art projects in the Downtown Moline and Cultural Corridors Public Art Program Areas;
- (6) Advise and make recommendations on the maintenance, relocation, or removal of Public Art;
- (7) Advise and make recommendations on allocations from the Public Art Acquisition and Maintenance Fund, as well as other economic development programs including, without limitation, tax increment financing to support the installation of project specific Public Art on private property; and
- (8) Advise and make recommendations on such other matters as may be delegated to the Public Art Commission by the Corporate Authorities, from time to time.

(Ord. No. 3022-2021; Sec. 2-4930 enacted; 8/31/21)

ARTICLE V. PROCEDURES FOR ISSUANCE OF BONDS

SEC. 2-5100. SHORT TITLE.

This article shall be known as and may be referred to as the City of Moline Revenue Bond Enabling Ordinance.

SEC. 2-5101. DEFINITIONS.

Whenever used in this article, the following words and phrases shall have the meanings ascribed to them herein unless a different meaning clearly appears from the context:

- (1) **Bond ordinance** means an ordinance adopted by the City Council of the City authorizing the issuance of specific ~~revenue~~-bonds;
- (2) **City** means the City of Moline, Illinois;
- (3) **Economic development project** means any land, interest in land, building, structure, facility, system, fixture, improvement, addition, appurtenance, machinery, or equipment or any combination or portion thereof, and all real and personal property deemed necessary in connection therewith, for use by any person; provided, that the existence of such economic development project will create or retain employment opportunities in or near the City;
- (4) **Person** means any individual, partnership, co-partnership, firm, company, corporation (including public utilities), association, joint stock company, trust, estate, political subdivision, state agency, or any other legal entity, or their legal representative, agent, or assigns;
- (5) **Pollution** means any form of environmental pollution including, but not limited to, water pollution, air pollution, land pollution, solid waste pollution, thermal pollution, radiation contamination, or noise pollution as determined by the various standards prescribed by this state or the federal government and including, but not limited to, anything which is considered as pollution or environmental damage in the Illinois Environmental ~~Pollution Protection~~ Act 415 ILCS 5/1 through 5/58.174 and any amendment thereto and substitution therefor;
- (6) **Pollution control facility** means any land, interest in land, building, structure, facility, system, fixture, improvement, appurtenance, addition, machinery, or equipment or any combination or portion thereof, and all real and personal property deemed necessary therewith, having to do with or the end purpose of which is reducing, controlling, preventing, or eliminating pollution;
- (7) **Project** means any economic development project, pollution control facility, or revenue-producing facility or system or any combination or portion thereof located within the City or within ten (10) miles of the corporate limits of the City but not within the corporate limits of any other incorporated municipality;
- (8) **Project costs** means and includes the aggregate total of all reasonable or necessary costs and expenses incidental to the acquisition, construction, or reconstruction, repair, alteration, improvement or extension of a project including, without limitation, the costs of studies and surveys; plans, specifications, architectural and engineering services; acquisition of real estate, easements, or other interests in land; site development; acquisition, demolition, construction, equipment of new and rehabilitated buildings; rehabilitation, reconstruction, repair, or remodeling of existing buildings; the provisions of funds for the purpose of redeeming, retiring, or otherwise providing for the payment of any outstanding obligations payable from revenues; legal, auditing, financial consulting, or other special services deemed necessary to issue or review the issuance of revenue bonds; equipment and appurtenances; and all other necessary and incidental expenses, including capitalization of funds for reserves deemed necessary for the successful financing and operation of the project;
- (9) **Revenue bonds** means any bonds heretofore or hereafter issued by the City payable from the revenues of a project;

(10) **Revenue-producing facility or system** means any facility or system owned or controlled by the City, or to be controlled or owned by the City, which generates revenues through charges for the use or services thereof, including any land, interest in land, building, structure, facility, fixture, improvement, appurtenance, addition, machinery, equipment or any combination or portion thereof, and including all real and personal property deemed necessary in connection therewith; and

(11) **User** means the person or persons who will occupy, operate, maintain, or employ the project after acquisition or construction thereof, whether as owner, purchaser, lessee, or otherwise.

SEC. 2-5102. DECLARATION OF PURPOSE.

It is hereby determined and declared that this article is enacted for the purpose of prescribing procedures for the issuance of revenue bonds by the City and this article is enacted pursuant to the powers conferred upon the City by the provisions of the 1970 Constitution of Illinois and the issuance of such bonds is hereby declared and determined to be a public purpose and function pertaining to the government and affairs of the City.

SEC. 2-5103. ADDITIONAL POWERS.

In addition to powers, which it may now have, the City shall have the following powers under this article:

(1) To construct, acquire, reconstruct, improve, better or extend, and to finance and refinance one or more projects;

(2) To issue its revenue bonds to defray in whole or in part the project costs of any project, and to designate an appropriate name for such bonds;

(3) To pledge to the punctual payment of such revenue bonds, the interest thereon, and the redemption premium, if any, the revenue and receipts to be received from the project;

(4) To issue its revenue bonds to refund in whole or in part revenue bonds heretofore or hereafter issued by the City;

(5) To make, enact and enforce all necessary rules and regulations for the acquisition, construction, extension, improvement, management, operation and maintenance of the facility or system;

(6) To charge the inhabitants or users a reasonable compensation for the use and service of the project, sufficient at all times to comply with the covenants of the bond ordinance;

(7) To enter into leases or other agreements with any user in order to secure the City's revenue bonds, provided, however, that any such lease or other agreement must provide that such user shall pay to, for or on behalf of the City an amount sufficient to pay principal, interest, redemption premiums and all other costs in connection with the City's revenue bonds so that such bonds will never constitute an indebtedness of the City or a loan of its credit within the meaning of any constitutional or statutory provision;

(8) To mortgage any project in favor of the holder or holders of bonds issued therefor; and.

(9) To sell and convey any project, including without limitation the sale and conveyance thereof subject to a mortgage, if any, as provided in this article, for such price and at such time as the Council of the City may determine. However, no sale or conveyance of any project shall ever be made in such manner as to impair the rights or interests of the holder or holders of any bonds issued hereunder.

SEC. 2-5104. BOND ORDINANCE - ADOPTION PROCEDURES.

The City of Moline is in compliance with the state statute for debt management. In addition, the City also has a debt management policy, adopted as Resolution No. 1135-2014. This policy is updated

periodically. The state statute and the debt management policy guide the City on the issuance of bonds. In order to exercise the powers granted by this article and to authorize the issuance of ~~revenue~~ bonds, the City Council shall adopt a bond ordinance in a validly called public meeting in accordance with the ordinances of the City of Moline for the conduct of meetings and adoption of ordinances. Said bond ordinance shall be effective upon passage and approval.

SEC. 2-5105. SAME - CONTENTS.

(a) **Findings by City Council.** The City Council shall make a finding and determination in the bond ordinance that the borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose, or purposes, and is in the public interest, which finding and determination shall be conclusive.

(b) **Description of project.** The bond ordinance shall contain a description of the project to be financed in whole or in part by the issuance of bonds. If all or a part of the project consists of the refunding of outstanding bonds of the City, the bonds to be refunded shall be described in the ordinance. The ordinance may provide that a single issue or series of bonds be issued, both for construction and refunding purposes, and any bonds issued for refunding purposes may either be surrendered and exchanged for the bonds being refunded, par for par, or may be sold in accordance with the terms of the bond ordinance and the proceeds applied to the payment and redemption of the bonds being refunded in such manner as the City Council may determine, and the City may enter into any agreements required to prepare and carry out any refunding plan.

The ordinance shall contain a general description of the construction or acquisition part of the project and an estimate of the total project cost. It shall not be necessary that the ordinance refer to detailed plans and specifications for the construction or acquisition. The ordinance shall state the means providing for defraying the total project costs and shall determine the period of usefulness of the project to be constructed or acquired.

(c) **Form of bonds and coupons.** The bond ordinance shall prescribe the bond form and coupon form (if any), and it shall be plainly stated in the face of each bond whether or not the bond does in any way constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation, and indicate the revenues and other funds from which principal and interest will be paid. The bonds shall be executed by the officers of the City designated in the bond ordinance, and such bonds shall be the valid and binding obligation of the City notwithstanding that, before the delivery thereof, all of the persons whose signatures appear thereon have ceased to be officers of the City. The bonds and coupons may be executed either by the manual or printed facsimile signatures of the designated officers, all as provided in the bond ordinance, and all in accordance with the provisions of the Uniform Facsimile Signature of Public Officials Act.

(d) **Sale of bonds, maturity of bonds and redemption.** A contract for the sale of the bonds may be entered into before the adoption of the bond ordinance, or the bond ordinance may provide for the subsequent sale of the bonds. If such contract has been entered into prior to the adoption of the bond ordinance, the bonds shall bear interest at such rate or rates set forth in the bond ordinance. If such contract is entered into after the adoption of the bond ordinance, the bonds shall bear interest at such rate or rates as shall be designated by a resolution of the City Council adopted prior to the delivery of the bonds. The bond ordinance shall fix all of the other terms and conditions in connection with the bonds determined advisable by the City Council, and such bonds shall be payable at such times, be in one or more series, bear such date or dates, mature at such time or times not exceeding forty (40) years from their respective dates, be payable in such medium of payment at such place or places, carry such registration privileges, be subject to such terms of redemption at such premiums, be executed in such manner, contain such terms, covenants and conditions, and be in such form, either coupon or registered, as such ordinance may provide or as may be subsequently determined by the City Council before the bonds are issued. The bonds may be sold at public or private sale in such manner and upon such terms as may be deemed advisable by the City Council ~~of the City~~. The bonds shall be deemed to be securities and negotiable instruments within the meaning and for all purposes

of the Uniform Commercial Code.

(e) **Covenants in bonds.** Any bond ordinance may contain covenants as to:

- (1) The use and disposition of the revenues and receipts from the lease and other agreements or the project for which the bonds are to be issued, including the creation and maintenance of reserves;
- (2) The issuance of other or additional bonds relating to any project or any rehabilitation, improvements, renovations, enlargements or additions thereto;
- (3) The maintenance and repair of any project;
- (4) The insurance to be carried thereon and the use and disposition of insurance moneys;
- (5) The appointment of any bank or trust company within or outside the State of Illinois, having the necessary trust powers as trustee for the benefit of the bondholders, paying agent and bond registrar;
- (6) The investment of any funds held by such trustee; and
- (7) The terms and conditions upon which the holders of the bonds or any portion thereof or any trustees therefor, are entitled to the appointment of a receiver.

The bond ordinance may provide that the principal of and interest on the bonds shall be secured by a mortgage or indenture of trust covering the project for which the bonds are issued and may include any improvements or extensions thereafter made. Such mortgage or indenture of trust may contain such covenants and agreements to properly safeguard the bonds as may be provided for in the bond ordinance and shall be executed in the manner Section §2-5105 provided for in the bond ordinance. The provisions of this article and the bond ordinance and any such mortgage or indenture of trust shall constitute a contract with the holder or holders of the bonds and continue in effect until the principal of, the interest on, and the redemption premiums, if any, on the bonds so issued have been fully paid, or until provision for payment shall have been made as provided in the bond ordinance, and the duties of the City and its corporate authorities and officers under this article and any bond ordinance and any such mortgage or indenture of trust shall be enforceable by mandamus, foreclosure of any such mortgage or indenture of trust or other appropriate suit, action or proceedings in any court of competent jurisdiction, in the manner and subject to the terms of such bond ordinance, mortgage or indenture of trust.

(f) **Use of bond proceeds.** The proceeds of the sale of revenue bonds issued pursuant to this article shall be used solely and only for the purpose or purposes for which the bonds were authorized in the bond ordinance.

SEC. 2-5106. RIGHTS UNDER PREEXISTING BOND ORDINANCES.

Nothing contained herein shall be construed to alter, change or impair the rights of the holders of any of the revenue bonds of the City issued prior to the effective date of this article, and the rights of such holders shall remain in full force and effect, all as provided in the ordinance heretofore adopted by the City Council and authorizing the issuance of the revenue bonds presently outstanding.

SEC. 2-5107. TITLE TO THE PROJECT.

It shall not be necessary for the City to own or acquire any project or part thereof financed hereunder.

SEC. 2-5108. LIEN OF BONDS.

All bonds issued under this article have a lien upon the revenues and receipts derived from the lease or other agreement between the City and the user or from the project; and the Council may provide in the bond ordinance for the issuance of additional bonds to be equally and ratably secured by a lien

upon such revenues and receipts or may provide that the lien upon such revenues and receipts is subordinate.

SEC. 2-5109. LIABILITY OF BONDS.

All bonds issued under and pursuant to this article shall be limited obligations of the City payable solely out of the revenues and receipts derived from such lease or other agreement or from the project. No holder of any bond issued under this article has the right to compel any exercise of the taxing power of the City to pay the bonds, the interest or premium, if any, thereon, and the bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provisions.

SEC. 2-5110. EXEMPTION FROM CONSTRUCTION AND BIDDING REQUIREMENTS FOR PUBLIC BUILDINGS.

(a) The acquisition and construction of an economic development project or a pollution control facility shall not be subject to any requirements relating to public buildings, structures, grounds, works or improvements imposed by the Illinois Compiled Statutes or any similar requirements which may be lawfully waived by this section and any requirement of competitive bidding or restriction imposed on the procedure for award of contracts for such purpose or the lease, sale or other disposition of property of the City is not applicable to any action taken under authority of this article.

(b) All applicants under this article shall agree to pay the prevailing rate of hourly wages and to require each facility to do likewise and to monitor their contractors and subcontractors to assure that prevailing wages are paid as a condition to passage of a bond ordinance. This provision shall be administered as follows:

(1) For purposes hereof the term "prevailing rate of hourly wages" shall mean the arithmetic mean of the determination of the United States Department of Labor pursuant to the Davis-Bacon Act, 40 USC Sections 276a et seq., as published in the Federal Register at the time of execution of the contract for the various trades and laborer classifications found therein for Scott County, Iowa, and Rock Island County, Illinois;

(2) All rules of construction and for determining compliance adopted by the United States Department of Labor pursuant to the Davis-Bacon Act shall be applicable to this provision;

(3) An applicant or user shall file with the City or its agent, the bond trustee, a certification under oath that all contractors and subcontractors are required contractually to pay the prevailing rate of hourly wages. An independent person, such as an accountant or architect, shall be required to certify to the City or its agent, the bond trustee, that all tradesmen and laborers have been paid the prevailing rate of hourly wages when a requisition for disbursement of bond proceeds is made; the City or its agent, the bond trustee or lender, shall not honor any requisition for disbursement of bond proceeds unless the proper certifications hereunder have been filed;

(4) Tradesmen, laborers, and unions representing same are intended to have the right to file in a court of law, in their own name or names, a cause of action to collect the difference between wages that should have been paid and wages that were actually paid;

(5) Violations of this provision, in addition to any other remedy, shall result in liquidated damages paid to the City in the amount of money equaling the difference in interest costs between what an applicant or user would have paid for financing at one hundred twenty-five (125) per-cent of the prime rate in effect at the largest bank in Illinois on the date of issuance or, if a floating interest rate is provided for, on the interest determination dates provided for and what the applicant or user actually has paid for financing at the interest rate provided for in the bond ordinance; and

(6) ~~The department of planning and development~~ community and economic development

department shall be responsible for administration of this provision.

(c) This provision shall not be applicable to any economic development project or pollution control facility, which has been approved for issuance prior to the effective date hereof. "Approved for issuance" shall mean an executed memorandum of intent or a resolution closing any required public hearing and authorizing proceeding with the issuance of bonds or passage and approval of the bond ordinance, whichever comes first.

SEC. 2-5111. POWERS CONFERRED AS ADDITIONAL AND SUPPLEMENTAL; LIMITATIONS IMPOSED; EFFECT.

Subject only to the limitations set forth in Section 2-5106 of this article, the procedures herein set forth for the issuance of revenue bonds shall be controlling and shall be complied with by the City in the borrowing of money by the issuance of revenue bonds, notwithstanding any provisions to the contrary contained in the "Illinois Municipal Code," and all acts amendatory thereof and supplementary thereto, and in any other law or laws of the State of Illinois or any ordinance heretofore adopted by the City. The powers conferred by this article are in addition to and supplementary to any powers conferred by any such laws or ordinances, and revenue bonds may be issued pursuant to this article for the purpose of financing projects and paying project costs without regard to the requirements, restrictions or other provisions contained in any law or any other ordinance.

SEC. 2-5112. USE OF TAXES IN SUPPORT OF A REVENUE-PRODUCING SYSTEM.

Nothing contained herein shall prevent the City from using the proceeds of taxes collected by the City or any other funds in the hands of the City for the purpose of operating, maintaining or supporting a revenue-producing facility or system, or for financing such a project.

SEC. 2-5113. USER TO PAY EXPENSES.

The user of such a project or facility shall pay for all of the City's out-of-pocket expenses for special studies, financial and legal consultants, and other necessary expenses incurred in reviewing the propriety of issuance of revenue bonds and in issuing said revenue bonds; however, any deposit and eighty percent (80%) of the financing fee shall be applied to these project costs.

SEC. 2-5114. DEPOSIT.

Any person requesting the City to finance any economic development project or pollution control facility by issuance of its revenue bonds shall make, upon submission of a written request to consider the economic feasibility of said project or facility, a non-refundable deposit with the City in the amount of three thousand dollars (\$3,000.00) to reimburse the City for its preliminary expenses in investigating the desirability and feasibility of such financing. Upon adoption of a comfort resolution indicating the City's preliminary agreement to issue a specific amount of bonds, a further deposit equal to one-half of the financing fee shall be paid to the City. Said deposits will be disbursed by the City in payment of such expenses notwithstanding that financing is not completed; however, said deposits may be repaid as a project cost from the proceeds of any bonds issued to finance the project. While the three thousand dollar (\$3,000.00) deposit is over and above the financing fee, it shall be applied to expenses in the following priority:

- (1) City's out-of-pocket expenses;
- (2) Applicant or user's out-of-pocket expenses; and
- (3) Remainder, if any, to the City.

SEC. 2-5115. FINANCING FEE.

The City shall charge a financing fee each time that revenue bonds are issued by it for an economic development project or a pollution control facility. Said fee shall be computed at the rate of two dollars (\$2.00) per thousand dollars of bonds for the first two million five hundred thousand dollars (\$2,500,000.00), of bonds issued with a minimum fee of five thousand dollars (\$5,000.00); for bond issues exceeding two million five hundred thousand dollars (\$2,500,000.00) City shall charge an additional fee to be computed at the rate of one dollar (\$1.00) per thousand dollars of bonds issued in excess of two million five hundred thousand dollars (\$2,500,000.00). Financing fees shall be calculated on the principal amount of bonds issued at the time of the issuance of bonds by the City. Financing fees shall be deemed reimbursement to the City for its administrative costs in reviewing, evaluating and administering any bond issue and shall be a project cost in addition to those costs defined in Section 2-5101(8), project costs, of this article. The financing fee shall be applied to expenses in the following priority:

- (1) Twenty percent (20%) of the financing fee shall be claimed by the City; and
- (2) The remaining eighty percent (80%) of the financing fee shall be claimed in the following priority:
 - a. The City's out-of-pocket expenses;
 - b. The applicant or user's out-of-pocket expenses; and
 - c. Remainder, if any, to the City.

ARTICLE VI. JUDICIARY

DIVISION 1. ADMINISTRATIVE ADJUDICATION OF CITY ORDINANCE VIOLATIONS

SEC. 2-6100. PURPOSE.

The stated purpose of this article is to provide for fair and efficient enforcement of City ordinances as may be allowed by law and directed by ordinance, through an administrative adjudication of violations of such City ordinances and establishing a schedule of fines and minimum penalties and authority and procedures for collection of unpaid fines and penalties.

SEC. 2-6101. CREATION.

Illinois law grants municipal and county governments the power to conduct administrative adjudication proceedings to enforce compliance with ordinances. The governments may enter into mutual intergovernmental agreements by the authority granted to them by the Illinois Constitution (Art. VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1-220/8), to exercise jointly any governmental service, activity, or undertaking which any of them is authorized by law to perform. The implementation of an Administrative Hearing Officer system may be approached more efficiently and economically on an area-wide basis and by joint efforts and resources.

There is hereby established a judicial department of the municipal government to be known as the ~~Rock Island County Code Enforcement System~~ The Municipal Code Enforcement System (hereinafter "RICCESMUNICES") was established via an intergovernmental agreement between the City of Moline, other local, participating Illinois cities and villages, Rock Island County, and the Bi-State Regional Commission. The parties to said intergovernmental agreement shall be members of MUNICES. Said intergovernmental agreement was reviewed and approved by the Moline City Council. MUNICES hears a wide range of cases involving violations of municipal ordinances that were once heard in the Rock Island County Circuit Court. and to have the power to enforce compliance with all municipal ordinances as from time to time authorized by the City Council, except for any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles and

~~except for any reportable offense under Section 6-204 of the Illinois Vehicle Code. The establishment of the RIGCES MUNICES does not preclude the corporate authorities or city attorney/corporation counsel from using any other method to enforce ordinances of the City.~~

SEC. 2-6102. ADMINISTRATIVE COMPOSITION.

~~Administration of MUNICES is handled by the Bi-State Regional Commission (hereinafter "Bi-State"). Because MUNICES hearings are held at Rock Island City Hall, MUNICES expedites resolutions, reduces litigation expenses, and allows the Circuit Court to focus on more serious offenses. The RICCES shall be composed of a hearing officer and a code enforcement coordinator, with the power and authority as hereinafter set forth.~~

~~Each MUNICES participating jurisdiction will be responsible for the determination of which code violations will be enforced through the joint MUNICES system; designating fines to be collected for the code violations; the appointment of personnel to serve on the Administrative Committee; and the staffing of hearings with appropriate personnel, as needed.~~

~~An administrative committee shall oversee matters related to the establishment and ongoing operations of the MUNICES system. Each member government shall be represented in the Administrative Committee by its chief administrative officer or a designee of that officer. Advisory members to the Administrative Committee shall include at least one representative from the police department and/or the legal department from each of the participating jurisdictions.~~

Staff shall include:

~~(a) Program Administration. Bi-State shall provide for the administration of the program in accordance with the intergovernmental agreement with the participating entities. Bi-State will be responsible for managing MUNICES's day to day operations and coordination between the participating entities. Responsibilities may include: issuing notices of hearing dates; serving as clerk during hearing proceedings; recording hearings; recording fines and penalty assessments imposed by the administrative hearing officer; issuing payment receipts; maintaining all records; collecting monies paid as fines and/or penalties assessed; keeping financial records; providing reports to participating jurisdictions; and other duties as directed by the MUNICES Administrative Committee. The hearing officer shall preside over all adjudicatory hearings and shall have the following powers and duties:~~

~~(a)(b) Administrative Hearing Officer. An attorney(s) eligible to serve as a hearing officer will be retained on a contractual basis. Responsibilities will include: presiding at administrative hearings; hearing testimony; issuing subpoenas; preserving and authenticating all records of hearings and evidence; issuing written findings, decisions, and orders; imposing penalties consistent with applicable code provisions; and assessing costs upon finding a party liable for the charged violation.~~

~~(1) Hearing testimony and accepting evidence that is relevant to the existence of the City Code violation;~~

~~(2) Issuing subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;~~

~~(3) Preserving and authenticating the record of the hearing and all exhibits and evidence introduced at the hearing;~~

~~(4) Issuing and signing a written finding of fact, decision and order stating whether a City Code violation exists and including the fine, penalty or action with which the defendant must comply;~~

~~(5) Imposing penalties, sanctions or such other relief consistent with applicable City Code provisions and assessing costs upon finding a party liable for the charged violation, except however in~~

~~no event shall the hearing officer have authority to impose a penalty of incarceration.~~

~~(b) Prior to conducting administrative adjudication proceedings under this article, the hearing officer shall have successfully completed a formal training program which includes the following:~~

- ~~(1) Instruction on the rules of procedure of the administrative hearings over which the hearing officer shall preside;~~
- ~~(2) Orientation to each subject area of the Code violations that said officer will adjudicate;~~
- ~~(3) Observation of administrative hearings;~~
- ~~(4) Participation in hypothetical cases, including ruling on evidence and issuing final orders.~~

~~In addition, a hearing officer must be an attorney licensed to practice law in the State of Illinois.~~

~~(c) The code enforcement coordinator is authorized and directed to:~~

~~(1) Operate and manage the system of administrative adjudication of City ordinance violations as may be permitted by law and directed by ordinance;~~

~~(2) Adopt, distribute and process all notices as may be required under this article or as may be reasonably required to carry out the purpose of this article;~~

~~(3) Collect monies paid as fines and/or penalties assessed after a final determination of liability;~~

~~(4) Certify copies of final determinations of an ordinance violation adjudicated pursuant to this chapter and any factual reports verifying the final determination of any violation liability which was issued in accordance with this chapter or the laws of the State of Illinois including without limitation 625 Illinois Compiled Statutes ("ILCS"), 5/11-208.3 as from time to time amended;~~

~~(5) Certify reports to the Secretary of State concerning initiation of suspension of driving privileges in accordance with the provisions of this chapter as hereinafter set forth and those of 625 ILCS 5/6-306.5;~~

~~(6) Promulgate rules and regulations reasonably required to operate and maintain the administrative adjudication system hereby created;~~

~~(7) Collect unpaid fines and penalties through private collection agencies and pursuit of all post-judgment remedies available by current law.~~

~~(8) Maintain the computer programs for the RICCES, on a day-to-day basis, including but not limited to:~~

~~a. Input of violation notice information;~~

~~b. Establishing court dates and notice dates;~~

~~c. Record fine and penalty assessment and payments;~~

~~d. Issue payment receipts;~~

~~e. Issue succeeding notice of hearing dates and/or final determination of liability; issue notice of immobilization; issue notice of impending impoundment; issue notice of impending driver's license suspension in accordance with the provisions hereinafter set forth;~~

~~f. Keep accurate records of appearances and non-appearances at administrative hearings; pleas entered; judgments entered; sanctions imposed, if any; fines and penalties assessed and paid.~~

~~Appointment of the positions above set forth shall be determined by intergovernmental agreement and as directed by the City Council. The code enforcement coordinator shall be subject to contracting by intergovernmental agreement. In no event shall the positions set forth above be deemed to be~~

employees of the City.

SEC. 2-6103. FINANCIAL.

Revenue for the program will consist of receipt of payment for fines and penalties levied by the Administrative Hearing Officer. Revenue will be accounted for each jurisdiction from which the violation originated. All expenses related to operation of MUNICES will be accounted for and prorated to each jurisdiction on the basis of percentage of cases to the total number of cases. The difference between the revenue generated by each jurisdiction's fines and its share of expenses (including a reserve) will be rebated to the respective jurisdiction on a quarterly basis.

SEC. 2-61043. PROCEDURE.

The system of administrative adjudication of any City ordinance violation authorized to be adjudicated hereunder shall be in accordance with the following procedures:

(a) Violation notice of any ordinance violation, including violations of the City Motor Vehicles and Traffic Code, shall be issued by the persons authorized under this Code and shall contain information and shall be certified and constitute prima facie evidence of the violation cited as hereinafter set forth;

(b) All full-time, part-time and auxiliary police officers, as well as other specifically authorized individuals of any City department, shall have the authority to issue violation notices;

(c) Any individual authorized hereby to issue violation notices and who detects an ordinance violation authorized to be adjudicated under this chapter or a violation of any section of any City ordinance is authorized to issue notice of violation thereof and shall make service thereof as is hereinafter set forth;

(d) The violation notice shall contain, but shall not be limited to, the following information:

(1) The name of the party violating the ordinance if known;

(2) The date, time and place of the violation (date of issuance);

(3) The particular ordinance violated;

(4) Vehicle make and state registration number (if applicable);

(5) The fine and any penalty which may be assessed for late payment;

(6) The signature and identification number of the person issuing the notice;

(7) The date and location of the adjudicating hearing of ordinance violations other than violations of the City Motor Vehicles and Traffic Code, the legal authority and jurisdiction under which the hearing is to be held and the penalties for failure to appear at the hearing.

SEC. 2-61054. SERVICE.

(a) Service of any violation notice shall be made by the person issuing such notice:

(1) In the case of violation of the City Motor Vehicles and Traffic Code by:

a. Affixing the original or a facsimile of the notice to an unlawfully standing or parked vehicle, unstickered vehicle or vehicle violating any compliance regulation;

b. Handing the notice to the registered owner, operator or lessee of the vehicle, if present; or

c. Handing the notice to the responsible person or leaving the notice with any person twelve (12) years of age or older at the residence of the responsible person; or

e-d. Mailing the notice by certified mail, return receipt requested, to the person responsible for the ordinance violation.

(2) In the case of any ordinance violation other than a violation of the City Motor Vehicles and Traffic Code by:

a. Handing the notice to the person responsible for the ordinance violation;

b. Handing the notice to the responsible person or leaving the notice with any person twelve (12) years of age or older at the residence of the responsible person;

c. Mailing the notice by certified mail, return receipt requested, to the person responsible for the ordinance violation; or

d. Posting the notice upon the property where the violation is found when the person is the owner or manager of the property.

(b) The correctness of facts contained in any violation notice shall be verified by the person issuing said notice by:

(1) Signing his/her name to the notice at the time of issuance; or

(2) In the case of a notice produced by a computer device, by signing a single certificate to be kept by the code enforcement coordinator attesting to the correctness of all notices produced by the device while under his/her control.

(c) The original or facsimile of the violation notice shall be retained by the code enforcement coordinator and kept as a record in the ordinary course of business.

(d) Any violation notice issued, signed and served in accordance herewith or a copy of the notice shall be prima facie correct and shall be prima facie evidence of the correctness of the facts shown on the notice.

SEC. 2-61065. ADMINISTRATIVE HEARINGS.

~~An administrative hearing shall be held to adjudicate any alleged ordinance violation on its merits; or to contest the validity of a notice of impending immobilization or impending impoundment; or the validity of a notice of impending driver's license suspension shall be granted to the registered owner or operator of the "cited vehicle," pursuant to 625 ILCS 5/11-208.3 of the lessee of the "cited vehicle," 625 ILCS~~

~~5/11-1306, incorporated herein by reference, at the date, time and place set forth by the code enforcement coordinator and by notice given and served upon the alleged violator, or the cited vehicle's registered owner, operator or lessee for hearings contesting the validity of notices of impending immobilization or impending impoundment or driver's license suspension.~~ All administrative hearings shall be recorded and shall culminate in a determination of liability or non-liability, made by the administrative hearing officer, who shall consider facts and/or testimony without the application of the formal or technical rules of evidence. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with Sec. 2-61110 hereof. Persons appearing to contest the alleged violation on its merits may be represented by counsel at their own expense. The burden of proof shall be on the alleged offender to refute the prima facie case set forth in the verified notice of violation.

SEC. 2-61076. NOTICES.

(a) Upon failure of the person receiving a notice of a violation of a City ordinance, other than a City Motor Vehicles and Traffic Code violation, to appear at the time and date designated for a hearing or, in the case of a violation of the City Motor Vehicles and Traffic Code, the registered owner, operator or lessee of the "cited vehicle" to pay the fine, in full as stated on said notice, the code enforcement coordinator shall send or cause to be sent notices by first class mail, postage prepaid to the person who received the notice of an ordinance violation; or in the case of the violation of the City Motor Vehicles and Traffic Code, the registered owner or operator of the "cited vehicle" at the address as is recorded with the Secretary of State and shall be sent to the lessee of the "cited vehicle" at the address last known to the lessor of the "cited vehicle" at the time of the lease. Service of notices sent in accordance herewith shall be complete as of the date of deposit in the United States mail.

(b) The notices sent in accordance herewith shall be in the following sequence and contain, but not be limited to, the following information:

(1) Upon the failure of the person receiving notice of an ordinance violation or, in the case of a notice of a violation of the City Motor Vehicles and Traffic Code, the registered owner, operator or lessee of the "cited vehicle" to pay the fine in full as stated on said notice, a notice shall be sent, as above set forth, and shall contain, but not be limited to the following information:

- a. Date and location of violation cited in the violation notice;
- b. Particular ordinance violated;
- c. Vehicle make and state registration number (if applicable);
- d. Fine and any penalty that may be assessed for late payment;

e. A section entitled "Notice of Hearing" which shall clearly set forth that the person receiving a notice of ordinance violation, in the case of a violation of the City Motor Vehicles and Traffic Code, or the registered owner, operator or lessee may appear at an administrative hearing to contest the validity of the violation notice on the date and at the time and place as specified in the Notice of Hearing;

f. Date, time and place of the administrative hearing at which the alleged violation may be contested on its merits;

g. Statement that failure to either pay the fine and any applicable penalty or failure to appear at the hearing on its merits on the date and at the time and place specified will result in a final determination of liability for the cited violation in the amount of the fine and penalty indicated; and

h. Statement that upon the occurrence of a final determination of liability for the failure, and the exhaustion of, or the failure to exhaust, available administrative or judicial procedures for review, any unpaid fine or penalty will constitute a debt due and owing the City.

(c) A notice of final determination of liability shall be sent following the conclusion of administrative hearing, as is hereinafter set forth, and shall contain, but not be limited to, the following information and warnings:

(1) A statement that the unpaid fine and any penalty assessed is a debt due and owing the City;

(2) A statement of any sanction ordered or costs imposed which costs are debts due and owing the City; and

(3) A warning that failure to pay the fine and any penalty due and owing the City within the time specified may result in proceeding with collection procedures in the same manner as a judgment entered by any court of competent jurisdiction.;

~~(4) A warning that the person's driver's license may be suspended for failure to pay fines or penalties for ten (10) or more vehicular standing or parking violations under 625 ILCS 5/6-306.5, incorporated herein by reference;~~

~~(5) A warning that the vehicle owned by the person and located within the City may be immobilized and impounded for failure to pay fines or penalties for ten (10) or more vehicular standing or parking regulation violations;~~

~~(6) Any other warning of possible impoundment as permitted by law or ordinance.~~

~~(d) A notice of impending suspension of a person's driver's license shall be sent to any person determined to be liable for the payment of any fine or penalty that remains due and owing on ten (10) or more vehicular standing or parking regulation violations:~~

~~(1) The notice shall state that the failure to pay the fine or penalty owing within forty-five (45) days of the date of the notice will result in the City's notifying the Secretary of State that the person is eligible for initiation of suspension proceedings under 625 ILCS 5/6-306.5, incorporated herein by this reference thereto;~~

~~(2) The notice of impending driver's license suspension shall be sent by first class mail, postage prepaid, to the address recorded with the Secretary of State.~~

SEC. 2-61087. FINAL DETERMINATION OF LIABILITY.

A final determination of liability shall occur following the failure to pay the fine or penalty or after the administrative hearing officer's determination of liability and the exhaustion of, or the failure to exhaust, any administrative review procedures hereinafter set forth. Where a person fails to appear at the administrative hearing to contest the alleged violation on the date and at the time and place specified in a previously served or mailed notice pursuant to Section EC. 2-61076 hereof, the hearing officer's determination of liability shall become final either upon a denial of a timely petition to set aside that determination or upon the expiration of the period for filing a petition without a filing having been made.

SEC. 2-61098. JUDICIAL REVIEW.

Any final decision by a hearing officer that a Code violation does or does not exist shall constitute a final determination for purposes of judicial review under the Illinois Administrative Review Law, and appeal from such decision shall be in strict conformance with said Law.

SEC. 2-611009. ENFORCEMENT OF JUDGMENT.

(a) Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of or the failure to exhaust judicial review procedures under the Illinois Administrative Review Law are a debt due and owing the municipality and may be collected in accordance with applicable law.

(b) After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a Code violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the hearing officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

(c) In any case in which a hearing officer finds that a defendant has failed to comply with a judgment ordering a defendant to correct a Code violation or imposing any fine or other sanction as a result of a Code violation, any expenses incurred by a municipality to enforce the judgment including, but not limited to, attorney's fees, court costs and costs related to property demolition or foreclosure after they are fixed by the hearing officer, shall be a debt due and owing the municipality and may be collected in accordance with applicable law. Prior to any expenses being fixed by a hearing officer pursuant to this subsection (c), the code enforcement coordinator shall provide notice to the defendant that states that the defendant shall appear at a hearing before the administrative hearing officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date

for such a hearing which shall not be less than seven (7) days from the date the notice is served. If notice is served by mail, the seven-day period shall begin to run on the date that the notice was deposited in the mail.

(d) A lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the municipality under this section. The lien may be recorded and enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction. No lien may be enforced under this section until it has been recorded in the manner provided by article XII of the Code of Civil Procedure or by the Uniform Commercial Code.

(e) A hearing officer may set aside any judgment entered by default and set a new hearing date upon a petition filed within twenty-one (21) days after the issuance of the order of default if the hearing officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the municipality did not provide proper service of process. If any judgment is set aside pursuant to this subsection (e), the hearing officer shall have authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the municipality as a result of the vacated default judgment.

SEC. 2-61110. JURISDICTION; SCHEDULE OF PENALTIES.

The ordinances which may be adjudicated through ~~the RICCESMUNICES~~ are pursuant to the provisions of this article, and the minimum penalties in addition to court costs to be imposed by the administrative hearing officer for violations thereof are shown in Table 2-61110.1, as follows:

Table 2-61110.1

Ordinance Section No.	Offense	Minimum Fine
Ordinance Section No.	Offense	Minimum Fine
Chapter 3	Advertising and Signs	
Article I.	In General	
Division 1.	Handbills	
3-1102	Posting Notice, Placard, Bill, etc. Prohibited in Certain Cases	No Minimum Fine
3-1103	Throwing Handbills, Broadcast in Public Places Prohibited	No Minimum Fine
3-1104	Placing in Vehicles Commercial and Non-Commercial Handbills	No Minimum Fine
3-1105	Distribution on Uninhabited or Vacant Premises, Private Premises, of Commercial or Non-Commercial Handbills	No Minimum Fine
3-1106	Prohibiting Distribution Where Properly Posted	No Minimum Fine
3-1107	Distribution on Inhabited Private Premises - Commercial or Non-Commercial Handbills	No Minimum Fine
3-1108	Time of House to House Distribution and/or Solicitation	No Minimum Fine
Division 2.	Sound Trucks	
3-1201	Use of Sound Trucks	No Minimum Fine
Article II.	Signs	

3-2108	Signs in Public Right-of-Way	\$50 for first offense; \$100 for second offense; \$200 for third offense; \$400 for fourth offense and each offense thereafter. Proven costs of collection and storage, if any, shall apply to each offense. These fines are in addition to any imposed for violation of Section 3-1102.
	(Ord. No. 3032-2019; Sec. 3-2108(3) amended, Sec. 3-2108(4) added; 12/10/19)	
Chapter 4	Alcoholic Beverages	
Article I.	In General	
4-1101	Misbranding	\$150.00 for first offense; \$250.00 for each offense thereafter
4-1102	Possession of Alcoholic Liquor on Public Right-of-Way; in Motor Vehicle	\$50.00
Article III.	Retail Licensed	
Division I.	In General	
4-3100	When Required	\$330.00
4-3104	Licenses to be Used Only for Premises for Which Issued	\$150.00 for first offense; \$250.00 for each offense thereafter
4-3205	Premises Ineligible for License	\$150.00 for first offense; \$250.00 for each offense thereafter
Division 3.	Privileges Conferred by Various Classes of Licenses	
4-3301	Compliance Required	\$150.00 for first offense; \$250.00 for each offense thereafter
Article IV.	Operation	
4-4100	Posting	\$100.00 for first offense; \$150.00 for each offense thereafter
4-4101	Persons Not to Remain on Premises After Closing Hour	\$100.00 for first offense; \$150.00 for each offense thereafter
4-4102	Licensed Premises Shall be Public Accommodation	\$100.00 for first offense; \$150.00 for each offense thereafter
4-4103	Credit Sales	\$100.00 for first offense; \$150.00 for each offense thereafter
4-4104	Restraint of Trade	\$100.00 for first offense; \$150.00 for each offense thereafter

4-4105	Pandering by Licensee	\$100.00 for first offense; \$150.00 for each offense thereafter
4-4106	Self Service	\$100.00 for first offense; \$150.00 for each offense thereafter
4-4107	Drive-In or Walk-In Service Windows	\$150.00 for first offense; \$250.00 for each offense thereafter
4-4108	Operation within Enclosed Buildings	\$150.00 for first offense; \$250.00 for each offense thereafter
Article V.	Minors	
4-5102	Preparation of Alcoholic Beverages	\$100.00 for first offense; \$200.00 for second offense; \$400.00 for each offense thereafter
4-5103	Possession	\$100.00 for first offense; \$200.00 for second offense; \$400.00 for each offense thereafter
4-5104	Purchase	\$100.00 for first offense; \$200.00 for second offense; \$400.00 for each offense thereafter
4-5105	Consumption	\$100.00
4-5106	Giving Alcoholic Beverages to Minors	\$250.00
4-5107	Authority and Duty of Licensee Under this Chapter to Require Proof of Age	\$250.00
4-5108	Fraudulent Identification Cards	\$50.00
4-5110	Minor on Premises	\$50.00
4-5111	Licensee Permitting a Minor on Premises	\$250.00
4-5112	Parental Responsibility	\$250.00
4-5113	Responsibility of Owner or Occupant of Premises	\$250.00
Chapter 7	Animals and Fowl	
Article I.	In General	
7-1101	Cruelty to Animals	\$25.00
7-1102	Animals for Use in Entertainment	\$25.00
7-1103	Shooting or Molesting Birds	\$25.00
7-1104	Livestock and Domestic Fowl Prohibited in City; Running-at-Large; Nuisance	\$25.00
7-1105	Beekeeping within the City Prohibited	\$25.00
7-1106	Dangerous Animals, in General	\$75.00
7-1107	Impoundment and Disposition of Dangerous Animals	\$75.00
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 7-1106 and 7-1107 enacted; 09/10/02)	
7-1108	Number of Rabbits Restricted	\$25.00
7-1109	Wild Animals	\$25.00

7-1110	Non-Resident Not To Have Animals in the City; Exceptions	\$25.00
7-1111	Reporting Animal Bites and Attacks	\$25.00
7-1112	Control of Animal Wastes	\$25.00
7-1113	Liberation of Confined Animals Prohibited	\$25.00
7-1114	Dead Animals	\$25.00
7-1115	Animal Trapping	\$25.00
7-1116	Animal Cages, Runs, Pens, etc.	\$25.00
7-1117	Stray Animals	\$25.00
Article II.	Dogs and Cats	
Division 1.	In General	
7-2100	Dogs and Cats Running at Large; Impoundment	\$25.00
7-2101	Removal of Collars, Tags and Leashes from Dogs or Cats Prohibited; Exceptions	\$25.00
7-2102	Excessive Barking, Howling or Yelping	\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
7-2104	Dangerous and Vicious Dogs – Hearing and Determination	\$25.00
7-2105	Keeping of Dangerous Dogs	\$75.00
7-2106	Keeping of Vicious Dogs Prohibited	\$75.00
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 7-2105 and 7-2106 enacted; 09/10/02)	
7-2107	Female Dogs or Cats in Heat	\$25.00
7-2108	Limitation Upon Dogs or Cats Per Residence	\$25.00
7-2109	Neutering of Dogs or Cats	\$25.00
7-2111	Use or Possession of Dogs in Conjunction with Criminal Activity	\$500.00
7-2112	Police Dogs	
7-2112(a)		\$300.00
7-2112(b)		\$500.00
7-2113	Guide and Support Dogs	
7-2113(a)		\$300.00
7-2113(b)		\$500.00
7-2113(c)		\$500.00
7-2114	Guard and Sentry Dogs	\$25.00
Division 2.	Licensing	
7-2200	Licensing Required	\$25.00 for first offense; \$50.00 for each offense thereafter
Division 3.	Rabies Control	
7-2302	Dogs or Cats without Collar and Inoculation Tag Subject to Impoundment and Disposal	\$25.00
7-2303	Certain Dogs or Cats Subject to Confinement or Impoundment; Not To Be Removed from City	\$25.00
Article IV.	Kennels and Pet Shops	
7-4100	License Required	\$100.00

Article V.	Enforcement	
7-5201	Hindering Community Service Officer Duties	\$25.00
Chapter 8	Buildings and Other Construction and Building Services	
Article I.	Division of Inspections	
Division 8.	Licensing	
8-1800	General Contractor License	No Minimum Fine
8-1801	Electrical Contractor License	No Minimum Fine
8-1802	Mechanical Contractor License	No Minimum Fine
8-1803	Plumbing License	No Minimum Fine
8-1804	Roofing Contractor License	No Minimum Fine
8-1805	Sewer Service and Maintenance Business License	No Minimum Fine
8-1806	License and Registration Not Transferable	No Minimum Fine
8-1807	Change of Status	No Minimum Fine
Article II.	Administration	
8-2100	Uniform Administrative Code Adopted	No Minimum Fine
8-2101	Amendments to Moline Building and Building Services Administrative Code	No Minimum Fine
Article III.	Building Code	
8-3100	Uniform Building Code Adopted	No Minimum Fine
8-3101	Amendments to the Building Code	No Minimum Fine
Article IV.	Mechanical Code	
8-4100	Uniform Mechanical Code Adopted	No Minimum Fine
8-4101	Amendments to Uniform Mechanical Code	No Minimum Fine
Article V.	Housing Code	
8-5100	Uniform Housing Code Adopted	No Minimum Fine
8-5101	Amendments to Moline Housing Code	No Minimum Fine
Article VI.	Dangerous Building Abatement	
8-6100	Dangerous Building Code Adopted	No Minimum Fine
8-6101	Amendments to Dangerous Building Abatement Code	No Minimum Fine
Article VII.	Plumbing Code	
8-7100	Illinois State Plumbing Code Adopted	No Minimum Fine
8-7101	Amendments to Moline Plumbing Code	No Minimum Fine
Article VIII.	Electrical Code	
8-8100	General Reference	No Minimum Fine
8-8101	Electrical Code Adopted	No Minimum Fine
8-8102	Amendments to Electrical Code	No Minimum Fine
Article IV.	Miscellaneous	
Division 1.	Privately Owned Swimming Pools	
8-9103	Safety Requirements	No Minimum Fine
8-9105	Persons with Contagious Diseases Not to Use Pools	No Minimum Fine
8-9106	Permit Required; Application	No Minimum Fine
8-9107	Construction Bond Required; Exception	No Minimum Fine
8-9108	Concrete Construction	No Minimum Fine

8-9109	Approval of Other Types of Construction	No Minimum Fine
8-9110	Aprons; Scum Disposal	No Minimum Fine
8-9111	Plumbing	No Minimum Fine
8-9112	Water Supply	No Minimum Fine
Division 2.	Hotels and Motels	
8-9201	Conformity to this Chapter Required; Exceptions	No Minimum Fine
8-9202	License Required	No Minimum Fine
8-9206	Transferability	No Minimum Fine
8-9207	Display	No Minimum Fine
8-9208	Notice of Transfer or Sale of Business	No Minimum Fine
Chapter 9	Body Art Code	
Article I.	In General	
9-1101	License Required	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
9-1104	Existing Establishments and Technicians	\$100.00 for first offense; \$200.00 for second offense; \$400.00 for each offense thereafter
9-1105	Body Art Establishment Premises Standards	\$100.00 for first offense; \$200.00 for second offense; \$400.00 for each offense thereafter
9-1106	Prohibitions	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
9-1107	Body Art Notice and Reporting Requirements	\$100.00 for first offense; \$200.00 for second offense; \$400.00 for each offense thereafter
9-1108	Client Medical History	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
9-1109	Performance of Body Art Procedures	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
9-1110	Records	\$100.00 for first offense; \$200.00 for second offense; \$400.00 for each offense thereafter
9-1111	Equipment, Instruments, and Supplies; Sanitation and Sterilization Procedures	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter

9-1112	Storage and Disposal of Waste	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
Article II	Temporary Body Art Establishments and Technicians, and Mobile Body Art Vehicles	
9-2101	Temporary Body Art Establishments	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
9-2103	Mobile Body Art Vehicles	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
Article III	Administration and Enforcement	
Division 1.	In General	
9-3102	Renewal of License	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
Division. 2.	Inspections	
9-3200	Right to Inspect and Examine Records	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
	(Ord. No. 2001-12-04; new penalty provisions for Chapter 9 to Table 2-6110.1 enacted; 12/11/01)	
Chapter 11	Fire Prevention and Protection	
Article I.	Fire Prevention	
11-1100	Fire Code Adopted	No Minimum Fine
11-1101	Local Amendments to Fire Code	
11-1101(a)	Fire Marshall	No Minimum Fine
11-1101(b)	Board of Appeal	No Minimum Fine
11-1101(c)	Citations	\$10.00
11-1101(d)	(Reserved)	No Minimum Fine
11-1101(e)	Unlawful Possession of Fireworks	\$100.00
11-1101(f)		\$100.00
11-1101(g)		\$10.00
11-1101(h)		\$10.00
11-1101(i)		\$10.00
11-1101(j)	Location of Containers	\$10.00
11-1101(k)	Refilling Tanks	\$10.00
	(2002-09-05; new penalty provisions for Sec. 11-1102 in Table 2-6110.1 enacted; 09/17/02)	
Chapter 14	Food and Food Handlers	
Article I.	Adoption by Reference	
14-1100	Food Service Sanitation Rules and Regulations	No Minimum Fine
14-1101	Retail Food Store Sanitation Rules and Regulations	No Minimum Fine

Article II.	Restaurants and Other Food Service Establishments	
14-2200	In General	No Minimum Fine
14-2201	Issuance of Food Service Establishment & Retail Food Store Licenses	No Minimum Fine
14-2202	Issuance of Temporary & Mobile Licenses	No Minimum Fine
14-2203	License Fees & Payment	Two times the applicable fee for such license
14-2204	Limitation on Duration of Licenses for Temporary Food Service Establishments	No Minimum Fine
Division 3.	Door-to-Door Sales of Food	
14-2300	Guidelines	No Minimum Fine
14-2301	Food Sources	No Minimum Fine
14-2302	Equipment and Supplies	No Minimum Fine
14-2303	Temperature Control	No Minimum Fine
14-2304	Cleaning & Maintenance	No Minimum Fine
14-2305	Labeling	No Minimum Fine
Article III.	Administration and Enforcement	
Division 2.	Inspections	
14-3201	Access into Food Service Establishment	No Minimum Fine
14-3204	Examination & Condemnation of Food and/or Equipment	No Minimum Fine
14-3205	Food Service Establishments Outside of City Jurisdiction	No Minimum Fine
Article IV.	Equipment & Plan Approval	
14-4100	Plan Review of Future Construction	No Minimum Fine
Chapter 15	Garbage and Trash	
Article I.	In General	
15-1101	Tampering with Containers	No Minimum Fine
15-1102	Vacation of Premises	No Minimum Fine
15-1103	Vehicles Carrying Refuse	No Minimum Fine
15-1104	Dumping in the City	No Minimum Fine
15-1105	Scavenging or Theft of Recyclable Materials	\$50.00 for first offense \$100.00 for second or each subsequent offense committed within a 180-day period
Article II.	Containers and Collections	
Division 1.	Refuse Containers	
15-2100	Required Containers for Property Type	No Minimum Fine
15-2101	Automated Tipper Carts	No Minimum Fine
15-2102	Time for Making Containers Available for Collection	No Minimum Fine
15-2103	Placing Containers on Right-of-Way Prohibited	No Minimum Fine
Division 2.	Refuse Collection	
15-2200	Preparation and Collection of Residential Refuse	No Minimum Fine

15-2200(a)(3)	Sharps	\$200.00 for first offense; \$300.00 for second or each subse-quent offense committed within a 180-day period
Article III.	Private Scavengers	
Division 1.	In General	
15-3100	Equipment Requirements	No Minimum Fine
15-3101	Hours of Operation	No Minimum Fine
15-3102	Overnight Parking	No Minimum Fine
15-3103	Compliance with Laws	No Minimum Fine
15-3104	Vehicle and Container Marking	No Minimum Fine
Division 2.	Licenses	
15-3200	License Required	No Minimum Fine
15-3203	Each Vehicle Licensed; Fees; Assignments	No Minimum Fine
15-3205	Display of License	No Minimum Fine
	(Ord. No. 2002-08-11; penalty provisions for Sec. 16-1104, "Libraries," "Disorderly Conduct," repealed and deleted; 09/10/02)	
Chapter 17	Licenses and Business Regulations	
Article II.	Sales Regulations, Itinerant Vendors and Transient Merchants	
17-2200	License Required	\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
17-2201	Display of License	No Minimum Fine
17-2202	Sales Regulations	No Minimum Fine
17-2203	Fixed Location Transient Merchants	No Minimum Fine
17-2207	Duplicate and Individual Licenses; When Each Required	No Minimum Fine
17-2208	Charitable and Non-Profit Organizations	No Minimum Fine
17-2209	Blanket Licenses	No Minimum Fine
Article III.	Junk and Secondhand Dealers	
Division 2.	Licenses	
17-3200	Required	No Minimum Fine
17-3201	Transferability	No Minimum Fine
17-3205	Extension of License for Weekly Auction Sales; Fee	No Minimum Fine
Article IV.	Reserved	
Article V.	Regulations for Sexually Oriented Business Activities	
17-5104	Adult Establishment Licenses Generally	\$100.00
17-5108	Inspections by the City	\$100.00
17-5109	Change of Information	\$100.00
17-5110	Regulations Applicable to All Adult Entertainment Establishments	\$100.00
17-5111	Special Regulations for Adult Booths	\$100.00

17-5112	Special Regulations for Adult Cabarets	\$100.00
17-5113	Regulations for Adult Motels	\$100.00
17-5114	Special Regulations for Adult Stores	\$100.00
17-5115	Special Regulations for Adult Theaters	\$100.00
17-5116	Special Regulations for Nude Model Studios	\$100.00
17-5117	Special Regulations for Escort Agencies	\$100.00
17-5118	Licensee Responsibility for Employees	\$100.00
17-5121	Record Keeping by Licensee	\$100.00
Article VI.	Pawnbrokers	
17-6101	License Required	No Minimum Fine
17-6105	Registered	No Minimum Fine
17-6106	Memorandum of Transaction	No Minimum Fine
17-6107	Inspection	No Minimum Fine
17-6108	Buying Certain Articles Prohibited	No Minimum Fine
17-6109	Transactions with Minors	No Minimum Fine
17-6110	Transactions with Intoxicated Persons or Thieves	No Minimum Fine
17-6111	Employment of Persons under Sixteen	No Minimum Fine
Article VII.	Motor Vehicle Towing Services	
17-7101	Ownership and Management	No Minimum Fine
17-7102	Prohibited Financial Transactions	No Minimum Fine
17-7103	Premises From and Circumstances Under Which Unauthorized Vehicles May or May Not be Towed	No Minimum Fine
17-7104	Release of Motor Vehicles From Custody of Relocators	No Minimum Fine
17-7105	Notification to Law Enforcement Agencies	No Minimum Fine
17-7109	Vehicle Identification	No Minimum Fine
17-7110	Construction, Erection, Placement, Design and Illumination of Signs	No Minimum Fine
17-7111	Application for Renewal of Relocator's License	No Minimum Fine
17-7113	Posting of Rates and Charges	No Minimum Fine
17-7114	Illegal Parking	\$25.00
Article VIII.	Burglar, Hold-Up and Fire Alarm Systems and Users	
17-8103	Standards and Regulations Authorized	\$25.00; 500.00 maximum
17-8104	Audible Alarm Requirements	\$25.00; \$500.00 maximum
17-8105	Automatic Dialing Device, Intermediary Services	\$25.00; \$500.00 maximum
17-8017	Radio Alarms	\$25.00; \$500.00 maximum
17-8109	Permits Required	\$25.00; \$500.00 maximum
17-8111	Notice of Application/Information Change	\$25.00; \$500.00 maximum
17-8113	Permit Renewal	\$25.00; \$500.00 maximum
17-8122	Responsibility for Alarm Response	\$25.00; \$500.00 maximum
Article IX.	Raffles	
17-9102	License Required	\$25.00
17-9105	Conduct of Raffles	\$25.00
17-9107	Records	\$25.00
Chapter 20	Motor Vehicles	
20-4120	Sound Amplification Regulation	\$75.00

20-5100	Prohibited Parking Zones; Establishment	\$25.00
20-5101	Prohibited Parking Areas at Certain Times;	\$35.00
20-5102	Improper Parking Purposes	\$35.00
20-5103	Unattended Motor Vehicles	\$35.00
20-5104	Double Parking	\$25.00
20-5105	Designation of Parking Spaces; Conformity with Markings	
20-5105(d)		\$25.00
20-5105(e)		\$25.00
20-5105(f)		\$50.00
20-5105(g)		\$25.00
20-5107	Manner of Parking	\$25.00
20-5108	Backing to the Curb	\$25.00
20-5109	Parking Time Limits/Restrictions Established	\$25.00
20-5110	Parking Wide Vehicles in Residential Areas	\$25.00
20-5112	Public Carrier Stands	\$25.00
20-5113	Manner of Picking Up and Discharging Bus Passengers	\$35.00
20-5114	Loading Zones	\$35.00
20-5115	Restrictions on Parking for Cleaning of Streets	\$35.00
20-5116	Official Municipal Parking Zones	\$50.00
20-5117	Fire Lanes	\$35.00
20-5118	Regulations on Private Property	\$250.00
20-5123	Persons with Disabilities Parking Included in Contracts	\$250.00
20-5124	Unauthorized Persons Using Persons with Disabilities Spacing; a Violation	\$250.00
20-5201	When Parking along Snow Routes is Unlawful	\$35.00
20-5206	Unattended Vehicles Parked on Streets in Excess of 48-Hours Subject to Removal by Police; Cost of Removal	\$35.00
20-5300	Operation of Parking Meters	\$25.00
20-5303	Parking When Meters are Not Required to be Operated	\$35.00
20-5304	Improper Coins or Tokens	\$50.00
20-5305	Time Limits in Zones Established	\$35.00
20-5309	Vandalism	\$50.00
20-6100	Obedience to Traffic-Control Devices and Traffic Regulations	\$35.00
20-6103	To Use Right Half of Crosswalks	\$35.00
20-6104	Soliciting Rides or Business	\$35.00
20-6105	Walking on Roadways	\$35.00
20-6107	Skateboarding, In-Line Skating and Roller-Skating	\$35.00
20-7501	Parking of Trucks and Other Vehicles on Public Right-of Way Prohibited	\$35.00
Chapter 21	Nuisances in General	
21-1100	Defined	No Minimum Fine

21-1101	Nuisances Constitute Violation	No Minimum Fine
21-1102	Standing to Complain	No Minimum Fine
21-1103	Abatement Proceedings in General	No Minimum Fine
Chapter 22	Offenses - Miscellaneous	
Article I.	In General	
22-1100	Impersonating City Officer or Police Officer	\$200.00 and/or imprisonment and/or not to exceed 6 months; or both
	(Ord. No. 2002-08-11; new penalty provision for Sec. 22-1100 enacted; 09/10/02)	
22-1101	Fortunetelling; Defined; Prohibited	No Minimum Fine
22-1102(b)	Curfew: Imposed Upon Minors; Duties of Parents; Enforcement	\$25.00 for first offense; \$50.00 for second offense; \$100.00 for each offense thereafter
22-1103	Clinging to Railroad Cars and Other Vehicles	\$75.00
22-1104	Abandoned Refrigerators and Similar Appliances	\$150.00
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 22-1103 and 22-1104 enacted; 09/10/02)	
22-1105	Tobacco Products, Tobacco Accessories and Smoking Herbs	
22-1105(b)	License required	No Minimum Fine
22-1105(e)	Prohibited sales, delivery - signs	\$250.00 for first offense; \$500.00 for second or subsequent offense
22-1105(f)	Minimum age to sell tobacco products	No Minimum Fine
22-1105(g)	Purchase by minors prohibited	\$100.00
22-1105(h)	Possession of minors prohibited	\$100.00
22-1105(i)	Proximity to certain institutions	No Minimum Fine
22-1105(j)	Certain free distributions prohibited	No Minimum Fine
22-1105(k)	Vending machines - locking devices	No Minimum Fine
22-1105(l)	Responsibility for agents and employees	No Minimum Fine
	(Ord. No. 2002-06-16; new penalty provisions for Sec. 22-1105; 06/25/02)	
22-1106	Possession of Cannabis	\$250.00 for first offense; \$500.00 for second offense; \$750.00 for each offense thereafter
22-1107	Use/Sale of Intoxicating Compounds Prohibited	\$300.00
	(Ord. No. 2002-08-11; new penalty provision for Sec. 22-1107 enacted; 09/10/02)	
22-1108	Swimming in River - Prohibited	\$100.00
22-1109	Unlawful Use/Possession of Laser Pointing Device	No Minimum Fine
22-1110	Endangering the Life or Health of a Child	\$250.00 for first offense; \$500.00 plus six (6) months conditional discharge for second or subsequent offense

	(Ord. No. 2002-10-06; new penalty provisions for Sec. 22-1110 enacted; 10/22/02)
Division 2.	Drug Paraphernalia
22-1201	Possession of Drug Paraphernalia \$350.00 for first offense; \$550.00 for second offense; \$750.00 for each offense thereafter
22-1202	Manufacturing or Delivery of Drug Paraphernalia \$350.00 for first offense; \$550.00 for second offense; \$750.00 for each offense thereafter
22-1203	Delivery of Drug Paraphernalia to a Minor \$350.00 and/or jail term not to exceed 6 months, or both
22-1204	Advertisement of Drug Paraphernalia \$100.00
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 22-1202, 22-1203, 22-1204 enacted; Sec. 22-1205 "Penalties" repealed; 09/10/02)
Division 3.	Parental Responsibilities
22-1302	Parental Duties No Minimum Fine
22-1303	Parental Violation and Penalty \$100.00
22-1305	Liability of Parents; Record of Notification No Minimum Fine
Division 4.	Motor Vehicle Responsibilities
	(Ord. No. 2003-11-08; Penalty Provisions for Sec. 22-1401, as set forth in Table 2-6110.1 repealed; 11/18/03)
Division 5.	Neglected and Delinquent Children Offenses
22-1502	Contributing to the Dependency or Neglect of a Child No Minimum Fine
22-1503	Contributing to the Delinquency of a Child No Minimum Fine
Division 6	Look-Alike Substances
22-1602	Unlawful Possession of a Look-Alike Substance \$100.00 for first offense; \$200.00 for second offense; \$400.00 for each offense thereafter. Fines are doubled if offense occurs Within 1000 feet of any property owned or leased by any public or private elementary, middle or secondary school, public park, public housing authority, church or other religious organization.
Article II.	Disorderliness
22-2100(a)(1)	\$50.00 for first offense; \$100.00 for second offense; \$350.00 for each offense thereafter
22-2100(a)(2)	\$50.00 for first or subsequent offense plus restitution (restitution not to exceed \$750.00)
22-2100(a)(3)	\$50.00 for first or subsequent offense plus restitution (restitution not to exceed \$750.00)
22-2100(a)(4)	\$50.00 for first or subsequent offense plus restitution (restitution not to exceed \$750.00)

22-2100(a)(5)		\$250.00 for first offense; \$500.00 for each offense thereafter
22-2100(a)(6)		\$100.00 for first offense \$200.00 for second offense \$400.00 for each offense thereafter
22-2100(a)(7)		\$50.00 for first offense \$100.00 for second offense \$350.00 for each offense thereafter
22-2100(a)(8)		\$100.00 for first offense \$200.00 for second offense \$400.00 for each offense thereafter
22-2100(a)(9)		\$100.00 for first offense \$200.00 for second offense \$400.00 for each offense thereafter
22-2100(a)(10)		\$50.00 for first offense \$100.00 for second offense \$350.00 for each offense thereafter
22-2100(a)(11)		\$250.00 for first offense \$500.00 for each offense thereafter
22-2100(a)(12)		\$250.00 for first offense \$500.00 for each offense thereafter
22-2100(b)	ntimidation	\$100.00 for first offense \$200.00 for second offense \$400.00 for each offense thereafter
22-2100(c)	Harassment by Telephone	\$100.00 for first offense \$200.00 for second offense \$400.00 for each offense thereafter
22-2100(d)	Harassment by Electronic Communication	\$100.00 for first offense \$200.00 for second offense \$400.00 for each offense thereafter
	(Ord. No. 2002-01-03; new penalty provisions for Sec. 22-2100; 01/15/02)	
22-2101	Assault	\$100.00 for first offense; \$200.00 for second offense; \$300.00 for each offense thereafter
22-2102	Battery	\$200.00 for first offense; \$350.00 for second offense; \$550.00 for each offense thereafter

	(Ord. No. 2002-08-11; new penalty provisions for Sec. 22-2101 and Sec. 22-2102 enacted; 09/10/02)	
22-2103(d)		\$50.00 for first offense; \$100.00 for second offense; \$200 for each offense thereafter
22-2104	Unnecessary Repetitive Driving Prohibited; Penalty	\$100.00
Article III.	Offenses Against Property	
22-3100	Criminal Damage to Property	\$100.00 for first offense; \$200.00 for second offense; \$300.00 for each offense thereafter
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 22-3100 enacted; 09/10/02)	
22-3101	Criminal Trespass to Vehicles	\$50.00 for first offense; \$100.00 for second offense; \$250.00 for each offense thereafter
22-3102	Criminal Trespass to Land	\$100.00
	(2002-09-05; new penalty provision for Sec. 22-3102 in Table 2-6110.1; 09/17/02)	
22-3103	Unlawful Damage to City Supported Property	\$100.00 for first offense; \$200.00 for second offense; \$300.00 for each offense thereafter
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 22-3103 enacted; 09/10/02)	
22-3104	Unlawful Trespass on City Supported Lands	No Minimum Fine
22-3105	Theft	First offense: Property value less than \$50.00: \$50.00; Property value more than \$50.00: double value of property Second offense: Property value less than \$50.00: \$150.00; Property value more than \$50.00: triple value of property
22-3106	Theft from Coin-Operated Machines	\$100.00
	(Ord. No. 2002-08-11; new penalty provision for Sec. 22-3106 enacted; 09/10/02)	

22-3107	Retail Theft	First offense: Property value less than \$50.00: \$50.00; Property value more than \$50.00: double value of property Second offense: Property value less than \$50.00: \$150.00; Property value more than \$50.00: triple value of property
Article IV.	Weapons	
22-4100	Unlawful Use of Weapons	\$100.00 for first offense; \$200.00 for second offense; \$300.00 for each offense thereafter
22-4101	Unlawful Sale of Firearms	\$100.00 for first offense; \$200.00 for second offense; \$300.00 for each offense thereafter
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 22-4100 and Sec. 22-4101 enacted; 09/10/02)	
22-4102	Confiscation and Disposition of Weapons	No Minimum Fine
22-4103	Discharge of Weapons	
22-4103(a)		\$100.00 for first offense; \$200.00 for second offense; \$300.00 for each offense thereafter
22-4103(b)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 22-4103 (a) and Sec. 22-4103 (b) enacted; 09/10/02)	
Article V.	Gambling	
22-5101	Gambling Declared an Offense; Acts Constituting Gambling Enumerated	\$200.00
	(Ord. No. 2002-08-11; new penalty provision for Sec. 22-5101 enacted; 09/10/02)	
Article VI.	Littering	
22-6100	Prohibited on Public Property	\$100.00, plus \$75.00 administrative fee (cost to remedy)
22-6101	When Prohibited on Private Property	\$100.00, plus \$75.00 administrative fee (cost to remedy)

22-6102	Violations of this Article Declared to be a Nuisance	\$100.00, plus \$75.00 administrative fee (cost to remedy)
	(2002-09-05; new penalty provisions for Sec. 22-6100, 22-6101 and Sec. 22-6102 in Table 2-6110.1; 09/17/02)	
Article VII.	Offenses Against Public Decency	
Division 1.	In General	
22-7100	Prostitution	No Minimum Fine
22-7101	Patronizing a Prostitute	No Minimum Fine
22-7102	Soliciting for a Prostitute	No Minimum Fine
22-7103	Pimping	No Minimum Fine
22-7104	Pandering	No Minimum Fine
Division 2.	Obscenity	
22-7201	Acts Constituting Obscenity Enumerated	No Minimum Fine
Article VIII.	Vandalism	
22-8101	Offenses	No Minimum Fine
22-8103	Liability of Parent or Legal Guardian of Minor Offender	No Minimum Fine
Chapter 23	Parks and Recreation	
Article II.	Operation of Parks and Recreational Facilities	
23-2102	Rules of Conduct Applicable to All Parks	
23-2102(c)(1)		\$25.00
23-2102(c)(2)		\$100.00 for first offense; \$200.00 for second offense; \$300.00 for each offense thereafter
23-2102(c)(3)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(4)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(5)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(6)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(7)		\$100.00 for first offense; \$200.00 for second offense; \$300.00 for each offense thereafter
23-2102(c)(8)		\$25.00
23-2102(c)(9)		\$25.00

23-2102(c)(10)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(11)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(12)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(13)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(14)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(15)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(16)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(17)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(18)		See 22-2100(e)
23-2102(c)(19)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(20)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
23-2102(c)(21)		\$50.00 for first offense; \$100.00 for second offense; \$200.00 for each offense thereafter
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 22-2102 (c)(1-21) enacted; 09/10/02)	
Article III.	Watercraft, Docks and Waterways	
Division 1.	In General	
23-3101	Conduct of Persons in Watercraft Launching or Pier Areas	No Minimum Fine

23-3101.1	Restricted Areas of Parking/Boat Ramps	No Minimum Fine
Division 2.	Operation of Watercraft	
23-3200	Careless and Reckless Operation	No Minimum Fine
23-3201	Interference with Navigation	No Minimum Fine
23-3202	Overloading	No Minimum Fine
23-3203	Incapacity of Operator; Intoxication	No Minimum Fine
23-3204	Overpowering	No Minimum Fine
23-3205	Observance of Restricted Areas	No Minimum Fine
23-3206	Rules of the Road	No Minimum Fine
23-3207	Water-skiing and Similar Operations	No Minimum Fine
23-3208	Boat Harbor Area Defined; Conduct Within	No Minimum Fine
23-3209	No-Wake Zone Established	No Minimum Fine
Article IV.	Cemetery Operation	
23-4106	Manner of Sale of Interment Rights; Assignability	No Minimum Fine
Chapter 26	Police	
Article I.	In General	
26-1101	Resisting or Obstructing the Mayor or Peace Officer	\$75.00
26-1102	Obstructing Service of Process	\$250.00
	(Ord. No. 2002-08-11; new penalty provisions for Sec. 26-1101 and 26-1102 enacted; 09/10/02)	
26-1103	Refusing to Aid a Peace Officer	No Minimum Fine
Chapter 28	Streets and Sidewalks	
Article I.	In General	
28-1100	Duties of Abutting Property Owners	No Minimum Fine
28-1101	Discharge of Water Prohibited	No Minimum Fine
Article II.	Street Use	
28-2104	When Continuing Guaranty Bond is Required for Excavations	No Minimum Fine
28-2105	Barricades	No Minimum Fine
28-2106	Openings on Public Ways to be Prohibited	No Minimum Fine
28-2107	Underground Areas to be Filled	No Minimum Fine
Division 3.	Permits	
28-2300	When Required	No Minimum Fine
Article III.	Sidewalks	
Division 1.	In General	
28-3101	Water Not to be Conducted to Sidewalks	No Minimum Fine
28-3104	Duty of Abutting Owner to Maintain	No Minimum Fine
Article IV.	Encroachments	
Division 1.	In General	
28-4100	Display of Motor Vehicles for Sale	No Minimum Fine
28-4101	Placing Bus Benches, Refuse Containers, or Vending Machines on Public Ways	No Minimum Fine
28-4201	Encroachments Prohibited	No Minimum Fine
Article VI.	Interring of Utility Facilities	
28-6100	Interring Required	No Minimum Fine
Chapter 32	Vegetation	

Article I.	In General	
32-1100	Weed Abatement	\$25.00, plus costs of abating weeds, plus \$100.00 administrative fee
Article II.	Trees	
32-2102	Licenses	No Minimum Fine
32-2103	Permits	No Minimum Fine
32-2104	Obstructions to Trees	No Minimum Fine
32-2105	Excavations and Construction	No Minimum Fine
32-2107	Public Nuisances and Abatement	No Minimum Fine
32-2108	Abuse/Mutilation of Public Trees	No Minimum Fine
32-2109	Interference with City Forestry Operations	No Minimum Fine
32-2110	Violation and Penalty	No Minimum Fine
Chapter 35	Zoning	
Article I.	In General	
35-1104	General Provisions	No Minimum Fine
35-1105	Accessory Buildings	No Minimum Fine
Article II.	Non-Conforming Buildings and Uses	
35-2100	Continuance of Use	No Minimum Fine
35-2101	Discontinuance of Use	No Minimum Fine
35-2102	Change of Use	No Minimum Fine
35-2103	Termination and Removal of Non-Conforming Uses	No Minimum Fine
35-2104	Repairs and Alterations	No Minimum Fine
35-2105	Damage and Destruction	No Minimum Fine
35-2106	Additions and Enlargements	No Minimum Fine
Article III.	Off-Street Parking and Loading	
35-3101	General Provisions - Parking and Loading	No Minimum Fine
35-3102	Additional Regulations - Loading; Design	No Minimum Fine
35-3105	Location of Parking Areas	No Minimum Fine
35-3106	Schedule of Parking Requirements	No Minimum Fine
35-3107	Off-Street Loading and Unloading Facilities	No Minimum Fine
Article IV.	Special Uses, Special Districts, and Overlay Districts	
Division 2.	Planned Unit Development District	
35-4203	Service Improvements	No Minimum Fine
Article V.	Use Districts	
35-5101	R-1 One-Family Dwelling District (6 units per acre)	No Minimum Fine
35-5102	Height of Buildings	No Minimum Fine
35-5103	Lot Size	No Minimum Fine
35-5104	Yard Areas	No Minimum Fine
35-5105	Dwelling Standards	No Minimum Fine
35-5106	R-2 One-Family Dwelling District; (7 units per acre) Permitted Uses	No Minimum Fine
35-5107	Height of Buildings	No Minimum Fine
35-5108	Lot Size	No Minimum Fine

35-5109	Yard Areas	No Minimum Fine
35-5110	Dwelling Standards	No Minimum Fine
35-5111	R-3 One-Family Dwelling District; (8 units per acre) Permitted Uses	No Minimum Fine
35-5112	Height of Buildings	No Minimum Fine
35-5113	Lot Size	No Minimum Fine
35-5114	Yard Areas	No Minimum Fine
35-5115	Dwelling Standards	No Minimum Fine
35-5116	R-4 Two-Family Dwelling District; (7 single family units/acre; 6 duplexes/acres) Permitted Uses	No Minimum Fine
35-5117	Height of Buildings	No Minimum Fine
35-5118	Lot Size	No Minimum Fine
35-5119	Yard Areas (Minimum Standards)	No Minimum Fine
35-5120	Dwelling Standards	No Minimum Fine
35-5121	R-4A Townhouse Dwelling District; Permitted Uses	No Minimum Fine
35-5122	R-4B Low Density Multiple Family District; Permitted Uses	No Minimum Fine
35-5123	Area	No Minimum Fine
35-5124	Height	No Minimum Fine
35-5125	R-5 Multiple Family Dwelling District; Permitted Uses	No Minimum Fine
35-5126	Height	No Minimum Fine
35-5127	Area	No Minimum Fine
35-5128	R-6 Mobile Home Park District; Permitted Uses	No Minimum Fine
Division 2.	Agricultural District	
35-5201	A-1 Agricultural District; Permitted Uses	No Minimum Fine
35-5202	Height	No Minimum Fine
Division 3.	Business Districts	
35-5301	B-1 Business District - Limited Retail; Permitted Uses	No Minimum Fine
35-5302	B-2 Business District - General Retail; Permitted Uses	No Minimum Fine
35-5303	B-3 Business and Wholesale District; Permitted Uses	No Minimum Fine
35-5304	Area Requirements - B-1, B-2, and B-3	No Minimum Fine
35-5305	B-1R Business District - Limited Retail Restricted; Permitted Uses	No Minimum Fine
35-5306	Area Regulations	No Minimum Fine
35-5307	B-2R Business District - General Retail Restricted; Permitted Uses	No Minimum Fine
35-5308	Area Regulations	No Minimum Fine
35-5309	B-3R Business District - Wholesale Restricted; Permitted Uses	No Minimum Fine
35-5310	Area Regulations	No Minimum Fine
35-5311	O-1 Office District	No Minimum Fine
35-5312	Permitted Uses	No Minimum Fine
35-5313	Signs	No Minimum Fine

35-5314	Sales of Products Prohibited	No Minimum Fine
35-5315	Yard Areas	No Minimum Fine
35-5316	Height Restrictions	No Minimum Fine
Division 4.	Manufacturing Districts	
35-5401	M-1 Manufacturing District, Limited; Permitted Uses	No Minimum Fine
35-5402	Height	No Minimum Fine
35-5403	Performance Standards	No Minimum Fine
35-5404	M-1R Manufacturing District, Limited, Restricted; Permitted Uses (Manufacturing)	No Minimum Fine
35-5405	Performance Standards	No Minimum Fine
35-5406	Yard Signs	No Minimum Fine
35-5407	Signs	No Minimum Fine
35-5408	M-2 Manufacturing District; General, Permitted Uses	No Minimum Fine
35-5409	Conditional Permitted Uses	No Minimum Fine
35-5410	Height	No Minimum Fine
35-5411	Performance Standards	No Minimum Fine
Article VI.	Administration	
Division 1.	Administrative Officers; Zoning Certificates; Certificates of Occupancy	
35-6105	Certificates of Occupancy; Scope of Permits; New Buildings and Uses	No Minimum Fine

~~SEC. 2-6111. IMMOBILIZATION/TOWING AND IMPOUNDMENT OF MOTOR VEHICLES.~~

~~(a) Any motor vehicle whose registered owner has been determined to be liable for ten (10) or more vehicular standing or parking regulation violation(s), for which the fines or penalties assessed remain unpaid, may be immobilized, booted or towed and impounded if:~~

~~(1) The code enforcement coordinator has determined that a person has been determined to be liable for ten (10) or more ordinance violations, for which the fines or penalties remain unpaid.~~

~~(2) The person determined to be liable for ten (10) or more violations is the registered owner of a motor vehicle located within the City geographical boundaries.~~

~~(3) A Seizure Notice has been sent to the registered owner of the motor vehicle located within the geographical boundaries of the City which contains, but shall not be limited to the following:~~

~~a. That a final determination has been made on ten (10) or more ordinance violations, for which the fines and penalties remain unpaid;~~

~~b. A listing of the violations for which the person has been determined to be liable, which shall include for each violation:~~

- ~~1. the ordinance violation notice number;~~
- ~~2. date of issuance;~~
- ~~3. total amount of fines and penalties assessed.~~

~~c. That the motor vehicle owned by the person and located within the City are subject to~~

~~immobilization and/or towing and impoundment if the fines and penalties are not paid within, but not later than fifteen (15) days of the date of the notice;~~

~~d. Date of immobilization;~~

~~e. Date of impending towing and impoundment;~~

~~f. That the registered owner may contest the validity of the notice by appearing in person before the code enforcement coordinator within fifteen (15) days of the date of the notice and submitting evidence which would conclusively disprove liability, such as the following:~~

~~1. That the registered owner was not the owner or lessee of the vehicle on the date or dates the notices of violation were issued; or~~

~~2. That the fines or penalties for the violations cited in the notice were paid in full; or~~

~~3. That the registered owner has not accumulated ten (10) or more ordinance violation notices which are unpaid, not adjudicated or for which no appearance was made; or~~

~~4. The motor vehicle of the registered owner to whom notice is sent has failed to make payment of the fines or penalties as specified in the notice and has failed to appear with evidence to conclusively disprove liability before the Ordinance Enforcement Administrator to contest the validity of the notice.~~

~~(b) Nothing herein shall affect Sec. 20-5127, and the City may elect to proceed with either remedy as its best interests may require.~~

~~SEC. 2-6112. REQUEST FOR HEARING IN THE CASE OF TOWING AND IMPOUNDMENT OF MOTOR VEHICLES.~~

~~Upon the receipt of the request for hearing to contest the validity of the immobilization or towing and impoundment, the code enforcement coordinator shall schedule an administrative hearing to contest the validity of the immobilization or towing and impoundment on the next scheduled hearing date or if sooner scheduled by the code enforcement coordinator for good cause shown, but in no case shall the hearing be scheduled later than thirty (30) days after the request for hearing is filed and shall serve notice of the hearing date upon the registered owner by first class mail, postage prepaid to the address as is set forth on the request for hearing. Service of the notice shall be complete on the date it is placed in the United States mail.~~

~~SEC. 2-6113. NOTICE AFFIXED TO VEHICLE IN CASES OF IMMOBILIZATION.~~

~~Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the Illinois Criminal Code. The notice also shall provide the following information specifying that a release of the immobilizing restraint may be had by:~~

~~(a) Paying all the fines and penalties, if any, on the outstanding complaints for which notice has been sent prior to the date of the immobilization; or~~

~~(b) Completing appearance forms on all outstanding parking violation complaints for which notice had been sent prior to the date of the immobilization and depositing collateral in the amount of fifty percent (50%) of the total fines for these outstanding parking violation complaints or five hundred dollars (\$500), whichever is less.~~

~~SEC. 2-6114. TOWING OF IMMOBILIZED VEHICLE.~~

~~Except where the vehicle is otherwise subject to towing, if the immobilizing restraint has not been released as hereinabove provided, within seventy-two (72) hours of its placement, the vehicle shall be towed and impounded.~~

~~SEC. 2-6115. POST-IMPOUNDMENT NOTICE.~~

~~Within ten (10) days after a vehicle has been impounded, notice of impoundment shall be sent by certified mail, return receipt requested, to the registered owner of the vehicle. The notice shall state that the owner has the right to a post-immobilization and post-towing hearing as provided in Sec. 2-1116 and that if the vehicle is not claimed within thirty (30) days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with the Illinois Vehicle Code.~~

~~SEC. 2-6116. HEARING IN CASE OF VEHICLE IMMOBILIZATION.~~

~~The owner of an immobilized vehicle or other interested person shall have the right to a hearing to determine whether the immobilization or any subsequent towing was erroneous or whether the vehicle was properly included on an immobilization list, if the owner files a written demand for a hearing before the code enforcement coordinator within fourteen (14) days after issuance of the notice specified in Sec. 2-6115 or within fourteen (14) days of immobilization, whichever is later. A hearing shall be conducted on any business day within forty-eight (48) hours of receipt of a written demand for hearing, unless otherwise mutually agreed by the parties. Failure to request or attend a scheduled hearing shall be deemed a waiver of the right to a hearing. In the event of such failure, any amount deposited pursuant to Sec. 2-6113 (2) shall be forfeited. A hearing provided by this section shall not determine the validity of or otherwise adjudicate any citation or notice of ordinance violation issued related to the immobilized vehicle, but shall only relate to whether the vehicle was properly immobilized or towed by determining whether the owner previously submitted evidence required by Sec. 2-6111.~~

~~SEC. 2-6117. TOWING SERVICES.~~

~~The code enforcement coordinator shall appoint or retain the services of an individual agency or company to tow and impound vehicles in accordance herewith, provided that that individual, agency or company is fully insured and licensed according to local or state law and has available a secured impound area within which to retain vehicles impounded hereunder. Said agency or company shall be the same as the City's current towing contractor, if one is currently contracted. For the purpose of this section, a secured area shall mean an area bounded by a fence, chain link or otherwise, of a sufficient height and with locking gates so as to minimize or prevent unauthorized entry into the impounded vehicles.~~

~~(Ord. No. 2000-06-05; new Article VI "Judiciary" enacted; 06/09/00)~~

**DIVISION 2. ADMINISTRATIVE HEARING PROCEDURE FOR PUBLIC SAFETY
EMPLOYEE BENEFIT CLAIMS**

SEC. 2-6200. PURPOSE.

The purpose of this section is to provide a fair and efficient method of determining the eligibility of a former public safety employee for the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) through the process of administrative hearings. All benefits provided former employees pursuant to the Public Safety Employee Benefits Act ("Act") will be consistent with the Act and consistent with the basic health insurance plan designated by the city administrator pursuant to this Article.

(Ord. No. 3005-2020; Sec. 2-6200 repealed; new Sec. 2-6200 enacted; 03/17/20)

SEC. 2-6201. ADMINISTRATIVE COMPOSITION.

(a) The hearing officer shall preside over all hearings involving the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) and shall have all of the following powers and duties:

- (1) Administer oaths;
- (2) Hear testimony and accept evidence that is relevant to the issue of eligibility under the Act;
- (3) Issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
- (4) Rule upon objections in the admissibility of evidence;
- (5) Preserve and authenticate the record of the hearing and all exhibits in evidence introduced at the hearing; and
- (6) Issue a determination based on the evidence presented at the hearing, the determination of which shall be in writing and shall include a written finding of fact, decision and order.

(b) The city administrator is hereby authorized to appoint a person or persons to hold the position of a hearing officer for each and every individual hearing that shall come before this City. In making said selection, the city administrator shall consider all pertinent information including, at a minimum:

- (1) The candidate's ability to comply with the job description as set forth herein;
- (2) Background and performance data made available to the City or otherwise obtained by the City;
- (3) The candidate must be an attorney licensed to practice law in the State of Illinois for at least three (3) years and have knowledge of and experience in employment and labor law, general civil procedure, the rules of evidence, and administrative practice.

(c) The system of administrative hearings for determination of eligibility for benefits under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) shall be initiated by the serving of a written notice on the city administrator by any former public safety employee stating in full detail the nature of the former employee's claim, giving full particulars thereof, i.e., date, time, place, nature of injury, and any other factual circumstances surrounding said incident giving rise to said claim; requesting the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.), and requesting the setting of a hearing for the eligibility to receive said benefits. The claim shall be submitted within thirty (30) days of the date the disability has been approved by the pension board and upon a form as provided by the City of Moline. In the event a disability pension has been awarded thirty (30) days prior to passage of this ordinance, the former public safety employee shall have thirty (30) days after passage and publication of the ordinance to submit a claim.

(d) An administrative hearing shall be held to adjudicate and determine whether the former public safety employee is eligible for benefits under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.). If the former employee is found eligible, the employee benefits shall be consistent with the Act and consistent with the basic health insurance plan designated by the city administrator pursuant to this Article.

(1) Time and Date. Hearings shall be held on the date, time and place as established by the City, with appropriate notice served upon the former public safety employee.

(2) Record. All hearings shall be attended by a certified court reporter and a transcript of all proceedings shall be made by said certified court reporter.

(3) Procedures. The City and the petitioning former public safety employee shall be entitled to representation by counsel at said hearing and may present witnesses, may present testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents.

(4) Evidence. The rules of evidence as set forth in the Illinois Rules of Evidence shall apply.

(5) Final Determination. The determination by the hearing officer of whether the petitioning former public safety employee is eligible for the benefits under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) shall constitute a final determination for the purpose of judicial review pursuant to administrative review as found in the Code of Civil Procedure (735 ILCS 5/3-101 et seq.).

(Ord. No. 3047-2015; new Div. 2, "ADMINISTRATIVE HEARING PROCEDURE FOR PUBLIC SAFETY EMPLOYEE BENEFIT CLAIMS," enacted; 12/01/15; Ord. No. 3005-2020; Sec. 2-6201(d) repealed; Sec. 2-6201(d) enacted; 03/17/20)

SEC. 2-6202. DESIGNATION OF BASIC GROUP HEALTH INSURANCE PLAN.

The city administrator shall, from time to time, designate a basic group health insurance plan, which shall be the health insurance available to employees qualifying for benefits under the Public Safety Employee Benefits Act. Where the City offers employees a choice of benefits and deductibles, the city administrator shall designate the basic group health insurance plan as the choice which has the lowest premium and the highest deductibles. Any other insurance option or choice shall be considered a supplemental plan under the terms of the Public Safety Employee Benefits Act.

(Ord. No. 3005-2020; Sec. 2-6202 enacted; 03/17/20)

NOTE: Ord. No. 2003-05-05; references to standing committees repealed throughout the Code and updated with "City Council" or "Committee-of-the-Whole;" 05/13/03)

Council Bill/General Ordinance No.
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Chapter 2 in its entirety and enacting in lieu thereof one new Chapter 2 dealing with the same subject matter.

WHEREAS, the City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution; and

WHEREAS, City staff has decided to do a complete review of all chapters of the Moline Code of Ordinances to correct those items that are merely housekeeping in nature; and

WHEREAS, the City Council finds that a number of housekeeping changes are necessary in Chapter 2 of the Moline Code of Ordinances.

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

Section 1 – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, is hereby amended by repealing Chapter 2 in its entirety and enacting in lieu thereof one new Chapter 2 dealing with the same subject matter, which shall read as attached (additions in underline; deletions in strikethrough):

Section 2 – All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to the provisions of this Ordinance.

Section 3 – This ordinance and every provision thereof shall be considered severable. If any word, phrase, clause, sentence, paragraph, provision, section, or part of this Ordinance is found to be void, unconstitutional, or otherwise unenforceable, all remaining portions of this Ordinance not so declared void, unconstitutional, or unenforceable shall remain in full force and effect.

Section 4 – This Ordinance will be in full force and effect upon passage, approval and publication in pamphlet form in the manner provided by law.

CITY OF MOLINE, ILLINOIS

Mayor

April 5, 2022
Date

Passed: _____
April 5, 2022

Approved: _____
April 26, 2022

Attest: _____
City Clerk

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Cost Sharing Agreement (“Agreement”) between the City of Moline (“City”) Renew Moline, Inc., for the purpose of allocating and sharing the costs and obligations related to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, Illinois, and surrounding property.

SUGGESTED ACTION: The City owns the Study property and the City and Renew Moline, Inc., are mutually interested in exploring the repurposing of the Spiegel Building from its historic use as a factory to a more productive use befitting of its downtown location and in dialogue with the contemporary land uses in the vicinity. PGAV Planners have estimated market and feasibility cost at approximately \$32,000 for the Study, with scope of services to be completed no later than four months from the execution date of said agreement.

Staff Recommendation: Approval

Fiscal Impact: \$16,000 from Mayor & Council Contingency Account

ATTACHMENTS: [04 EXE RES2 Janine-Bob - Cost Sharing Agreement-CB.pdf](#)
[04 EXE RES2 Janine-Bob - Cost Sharing Agreement-ATT1.pdf](#)
[04 EXE RES2 Janine-Bob - Spiegel Study Cost Sharing Agreement-ATT2.pdf](#)

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Cost Sharing Agreement (“Agreement”) between the City of Moline (“City”) Renew Moline, Inc., for the purpose of allocating and sharing the costs and obligations related to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, Illinois, and surrounding property.

WHEREAS, the City owns the Study Property and the Parties are mutually interested in exploring the repurposing of the Building from its historic use as a factory to a more productive use befitting of its downtown location and in dialogue with the contemporary land uses in the vicinity; and

WHEREAS, the Parties desire to commission a feasibility study regarding the re-use of the Building, potentially including uses that incorporate the Parking (the “Study”); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City may appropriate and expend funds for economic development purposes; and

WHEREAS, the Parties have preliminarily estimated that the Study would cost approximately Thirty-Two Thousand and 00/100 Dollars (\$32,000) and wish to share the cost of the Study as provided herein; and

WHEREAS, the City is authorized under the provisions of Article VII, Section 10, of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, it is desirable and in the best interests of the residents of the City, and it is in the mutual best interests of the Parties, to enter into this Agreement.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to a Cost Sharing Agreement (“Agreement”) between the City of Moline (“City”) and Renew Moline, Inc., for the purpose of allocating and sharing the costs and obligations related to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, Illinois, and surrounding property; provided said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A.”

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022
Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____
City Clerk

**COST SHARING AGREEMENT BETWEEN
THE CITY OF MOLINE AND RENEW MOLINE, INC. FOR A FEASIBILITY STUDY
FOR SPIEGEL BUILDING ADAPTIVE RE-USE**

This Cost Sharing Agreement (“Agreement”) is entered into this ___ day of _____, 2022 (the “Effective Date”) by and between the City of Moline (“City”), and Renew Moline, Inc. an Illinois not-for-profit corporation (“Renew”) (sometimes herein referred to individually as a “Party” and collectively as the “Parties”) for the purpose of allocating and sharing the costs and obligations relating to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, IL (the “Building”) and City-owned parcel immediately north of the Building commonly known as _____ (“Parking”). Cumulatively, the Building and the Parking shall hereinafter be known as the “Study Property.”

WITNESSETH:

WHEREAS, the City owns the Study Property and the Parties are mutually interested in exploring the repurposing of the Building from its historic use as a factory to a more productive use befitting of its downtown location and in dialogue with the contemporary land uses in the vicinity; and

WHEREAS, the Parties desire to commission a feasibility study regarding the re-use of the Building, potentially including uses that incorporate the Parking (the “Study”); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City may appropriate and expend funds for economic development purposes; and

WHEREAS, the Parties have preliminarily estimated that the Study would cost approximately Thirty Two Thousand and 00/100 Dollars (\$32,000.00) and wish to share the cost of the Study as provided herein; and

WHEREAS, the City is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, it is desirable and in the best interests of the residents of the City, and it is in the mutual best interests of the Parties, to enter into this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration and the agreed upon dollars to be paid in accordance with the terms of this Agreement, the respective covenants and agreements of the Parties set forth below, the sufficiency of which is acknowledged, the Parties agree as follows:

Section 1. Incorporation. The above Recitals are incorporated by reference into this Section 1.

Section 2. Sharing of Costs and Obligations. The Parties agree to allocate and share the following costs and obligations:

A. Program Obligations

1. Renew Moline shall be the lead and supervising agency in all respects of the Study. Renew Moline shall issue any solicitation(s) for independent contractors to perform the services comprising the Study the (“Contractor”) and shall be solely responsible for all decisions and actions relating to the selection, payment, enforcement of any agreement with the Contractor.
2. Neither the Contractor nor anyone employed by Contractor shall be considered an employee of the City or Renew, and such employees shall not be considered a joint employee of the Parties. None of Contractor’s employees shall be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions or any other benefits for the regular employees of the by the City or Renew.
3. This Agreement shall not create a joint venture, partnership or employment relationship among the Parties.

B. Program Costs and Budget

1. The Study expenses are estimated to be an amount not to exceed Thirty Two Thousand and 00/100 Dollars (\$32,000.00) (“Study Cost”).
2. The Parties agree to share the Study Cost as follows:
 - a. Renew’s share of the estimated Study Cost shall be Sixteen Thousand and 00/100 Dollars (\$16,000.00) or such lesser amount as may constitute one-half of the Study Cost (the “Renew Share”).
 - b. The balance of the Study Cost after deducting the Renew Share shall be the responsibility of the City. Any expenses that exceed the estimated Study Cost shall be paid by the City with other available funds that can be legally expended for such purposes.

C. Reimbursement and Accounting

1. **Invoice and Reimbursement.** Renew Moline shall send written invoices on a periodic basis (but no more frequently than once per month) to the City with supporting documentation that itemizes the incurred expenses and costs by Renew in paying the Contractor in connection with the Study. The City agrees to pay one-half of the invoices, up to an aggregate maximum of \$16,000.00, within thirty (30) days of receipt in accordance with the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*), as amended, which shall govern the

payment obligations and the accrual of late fees and interest.

2. **Accounting.** Renew Moline shall ensure access during normal business hours by the City or its finance officer or auditor, upon request, for the purpose of reviewing and auditing that portion of the Renew's books and records that relate to the Study. Renew shall reasonably cooperate with such requests by the City regarding access to documents and information needed to complete any audit related to the rights and obligations of the Parties under this Agreement. Each Party is responsible for its respective costs of the audit.

3. **Dispute; Negotiation.** If a dispute arises between the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, ratified by the governing bodies of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement to confirm the dispute resolution. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue any other equitable or legal remedies to enforce the provisions of this Agreement.

Section 3. Default, Cure, Remedies.

A. Defaults; Events of Default

In the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("Default"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "Event of Default." Except as otherwise provided in this Agreement, no Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. Except as otherwise provided, no Default by either Party shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. Remedies for Events of Default

In the Event of Default by a Party in the performance of any of its obligations under this Agreement, the Parties shall participate in the dispute resolution process set forth in Section 2.C.3. If the Dispute Resolution process is not successful, then either Party shall have the right to pursue all rights and remedies available to it at law or in equity. In any action with

respect to this Agreement, the Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement or seek monetary damages for the breach of this Agreement. Each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

C. Venue

Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Rock Island County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

D. No Waiver of Right to Enforce

Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not, absent other facts and circumstances, constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

E. Cumulative Remedies

Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole discretion of either Party and may be exercised as often as occasion therefore shall arise.

Section 4. General Provisions.

A. Entire Agreement.

This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements, whether oral or written, among the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written,

other than those contained in this Agreement. All negotiations between the Parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

B. Interpretation and Severability

It is the intent of the Parties that this Agreement be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, including any exhibits hereto, the provision that best promotes and reflects the intent of the Parties shall control. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect. In addition the Parties acknowledge that each Party has had the opportunity to seek review of this Agreement by counsel prior to its execution and therefore this Agreement shall be deemed to have been drafted mutually by the Parties.

C. Amendments

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended or terminated without the written consent and duly authorized consent of the Parties.

D. Waivers

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement; nor shall waiver of any default be deemed to constitute a waiver of any subsequent default whether of the same or different provisions of this Agreement.

E. Successors; Assignment

No Party shall assign this Agreement, in whole or in part, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assigns of the Parties.

F. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the City:

City of Moline
619 16th Street
Moline, IL 61265
Attn: City Administrator

With a copy to:

Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603
Attn: Margaret Kostopulos

For notices and communications to Renew:

Renew Moline
1506 River Drive
Moline, IL 61265
Attn: President/CEO

With a copy to:

Califf & Harper
1515 5th Avenue _____
Moline, IL 61265 _____
Attn: Jim Zmuda _____

By notice complying with the foregoing requirements of this Section, each party shall have the right to change addressees or addresses or both for future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

G. Execution in Counterparts

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

H. No Third Party Beneficiaries

Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights.

I. Captions and Section Headings

Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

J. Governing Law

This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

K. Binding Authority

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the City of Moline and Renew Moline, Inc. have, by their duly authorized officers, set their hands and affixed their seals on the date first above written.

CITY OF MOLINE

RENEW MOLINE, INC.

BY: _____
Mayor

BY: _____

ITS: _____

DATE: _____

DATE: _____

ATTEST:

City Clerk

April 12, 2022

Alex Elias
President & CEO
Renew Moline
1506 River Drive
Moline, IL 61265

Re: 200 21st St (Spiegel building) market and feasibility study

Dear Alex:

PGAV Planners, LLC (“PGAV”) is pleased to provide the following proposal for planning services related to redeveloping the property located at 200 21st St, commonly referred to as the Spiegel Building. This proposal comprises the following:

- General Description
- Subsequent Phases/Additional Services
- Standard Hourly Rate Table
- Notices
- Termination
- Scope of Services
- Deliverables and Document Ownership
- Professional Fees and Reimbursable Expenses
- Timeline
- Agreement

General Description

The Spiegel Building (the “Project”) represents an important opportunity for the City of Moline and the downtown area. The City, in partnership with Renew Moline (the “Client”), wants to evaluate the feasibility of a cultural attraction and exciting destination for dining, retail, and coworking in the Project. In order to make a decision regarding whether or not to move forward with a proposal to redevelop the Project, the Client requires a market and feasibility study to provide valuable information.

Subsequent Phases / Additional Services

This agreement is for the services as described under the heading “Scope of Services.” The Client may elect to engage PGAV for Additional Services other than those defined in the Scope of Services. In this instance, the Client will request these services from PGAV and PGAV will respond with a letter to you outlining the additional scope, additional fee, and reimbursable expenses associated with these extra services. One additional service in particular that may be initiated is the creation of additional renderings beyond what is included in the Scope of Services. Each additional rendering can be purchased at a price of \$2,160. The Client may also elect to have PGAV perform additional services or travel and receive compensation pursuant to the Standard Hourly

Rate table. If desired, the Client may initiate a task or travel via electronic mail and PGAV will respond with a letter containing a cost estimate and scope of services.

Standard Hourly Rate Table

Project Staff	Hourly Rate
Vice President	\$250
Senior Director/Director	\$210
Associate Director	\$195
Senior Project Manager	\$190
Project Manager	\$150
Project Planner	\$140
Intern	\$65
Administrative/Technical Assistance	\$95

Notices

If either party believes its expectations or its needs for information from the other party (or within the other party's control) are not being met in a satisfactory manner, each party agrees to notify the other party about the shortcoming. A notice from one party to another may be a telephone call, electronic mail, facsimile, express, or postal service.

The project representatives are as follows: Adam Stroud, Senior Project Manager of PGAV and Alex Elias, President & CEO. A party may change its project representative by sending notice of that change to the other party.

Termination

This Agreement may be terminated by either party upon not less than seven days written notice given by e-mail to the above-named persons. In the event of termination, PGAV may submit a final invoice to the Client covering (a) actual fees accrued by PGAV at the date of termination, calculated at Standard Hourly Rates since the date of the last invoice, plus (b) the amount for Additional Services performed by PGAV through the date of termination as authorized under this agreement, plus (c) reimbursable expenses of PGAV incurred under the performance under this Agreement through the date of termination.

Scope of Services

1. Review research

- a. Obtain any documents, slide decks, research, etc. that the Client has in their possession to get up to speed on the vision for the Project.

2. Assess market capacity

- a. Evaluate the market demand for unique arts-based uses, food hall dining, office-based coworking, bike rental, general retail, restaurant, events space, coffee shop, and ballet studios.
- b. Include in the analysis the potential for tourism and local visitation to the proposed destination. Review visitation numbers and data for similar uses in the Quad Cities and in other relevant metropolitan areas.

3. Deliver market demand report

- a. Summarize the market demand findings for the proposed uses into a report for use by the Client any other partners the Client wishes to engage.
- b. Include in the analysis the potential outcomes for visitation and tourism based on the proposed uses
- c. Interpret the findings and provide recommendations to the Client on which uses will generate the most visitation and traffic. PGAV should also recommend any uses that are not proposed, but that may improve project feasibility.

4. Determine revenue and expenses

- a. Research and summarize potential rents and other income generation based on recommended uses.
- b. Summarize operating expenses and long-term maintenance costs for the Project

5. Perform financial feasibility analysis

- a. Create several scenarios based on recommended uses, rent ranges, expenses, construction costs, etc.
- b. Quantify the financial gap, if there is one.
- c. Provide options and funding sources for closing the gap, if they exist

6. Perform gap analysis

- a. Utilize feasibility analysis to determine which tools and funds may be used to improve the feasibility of the Project.
- b. Deliver presentations to the Client to discuss the feasibility and gap analyses.

7. Add feasibility analysis to report

- a. Amend the market demand report to include the feasibility and gap analyses.

8. Create two renderings

- a. Based on feasible uses and development scenarios, PGAV will create two renderings of the interior of the Project.

Deliverables and Document Ownership

The final deliverables associated with the Scope of Services include:

1. Market Demand Report
2. Feasibility and Gap Analyses Presentation to Client
3. Amend Market Demand Report to include Feasibility and Gap Analyses
4. Amend Report to include conceptual renderings
5. Additional renderings may be added via the procedure outlined in Subsequent Phases/Additional Services

Any reports, draft reports, or renderings produced as a result of this agreement will belong to the Client and PGAV may use the deliverables in marketing materials only after requesting permission to do so.

Professional Fees and Reimbursable Expenses

Compensation for the proposed services will be in the amount shown below. Each line item represents an estimate of the cost of providing a particular task, but it is expected that PGAV will complete all of the tasks as part of this agreement:

Task	Description	Task Fee
1	Review research	\$1,900.00
2	Assess market capacity	\$4,490.00
3	Deliver market demand report	\$4,490.00
4	Determine construction cost, op. ex., and renderings	\$10,500.00
5	Perform financial feasibility analysis	\$2,200.00
6	Perform gap analysis	\$2,480.00
7	Add feasibility analysis to report	\$2,090.00
8	Create two renderings	\$3,100.00
	Total	\$31,250.00
	Reimbursables	\$300.00
	Potential Total	\$31,550.00

Invoices will be issued monthly according to the time spent during each monthly billing cycle. Payment is due within 60 days. If payment is not received within 60 days, PGAV may choose to suspend services until payment is received. The Client will be notified via electronic mail of the decision to suspend services.

Reimbursable expenses such as those associated with travel, printing, image acquisition, shipping, long-distance, and other costs typically associated with this type of professional work are in addition to the above fees. The reimbursable expenses will be invoiced at cost, without mark-up, as part of our monthly invoice.

Timeline

The Scope of Services shall be completed no later than four months from the execution date of this agreement. The Client acknowledges that circumstances outside of the control of PGAV may result in a delay of the completion of the project beyond four months from the date of execution. These circumstances may include, but are not limited to, slower than expected review times from the Client and its partners. If a delay occurs that is outside the control of PGAV, the Scope of Services will be completed according to a mutually agreed upon schedule.

Agreement

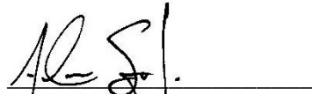
This letter, when countersigned by a duly authorized representative of the Client will serve as the entire Agreement for the services outlined herein. Signing on the lines provided below will serve as a notice to proceed on the Scope of Services.

We value our long-term relationship with Moline and thank you for the opportunity to work with you on this Project.

Sincerely,



Adam Stroud
Senior Project Manager
PGAV Planners, LLC



Andy Struckhoff
Vice President
PGAV Planners, LLC

Alexandra Elias
President & CEO
Renew Moline

Print Attest Name:
Attest Title:
Attest Organization:

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Fleet and Facilities Manager to purchase two Backhoe Loaders from Martin Equipment in Rock Island, Illinois on Sourcewell Contract #032119-JDC, in the amount of \$271,000.

SUGGESTED ACTION: The current backhoe loaders for Streets and Utilities have exhausted their reliable, useful life, are scheduled for replacement in 2023, and have been identified as such in the 5-year Fleet cash flow and replacement schedule. The backhoe loaders are vital pieces of equipment for the daily operational needs of both Streets Maintenance and the Utilities Department. The Streets unit will come with a coupler on the front to allow for multiple attachments to be used, including a construction bucket, a log grapple, a brush grapple and a snow push blade. Due to the excessive lead time for equipment acquisition, staff is recommending placing the order for the equipment soon so that it can be received in January of 2023, the current lead time for these units is 6 months. Additionally, staff has received trade in offers and will attempt to sell the current units outright to maximize the return. The City is able to purchase these units on a Sourcewell Joint Purchase, contract #032119-JDC, which is more beneficial to the City at this time than the State contract.

Staff Recommendation: Approval

Fiscal Impact: \$280,435 is budgeted in 2023 # 448-0867-437.07-03, Vehicle Replacement

ATTACHMENTS: [05 PW RES1 Mark - Streets Backhoe Loader - CBx.pdf](#)
[05 PW RES1 Mark - Streets Backhoe Loader - ATT.PDF](#)

Council Bill/Resolution No.
Sponsor: _____

A RESOLUTION

AUTHORIZING the Fleet and Facilities Manager to purchase two Backhoe Loaders from Martin Equipment in Rock Island, Illinois, on Sourcewell Contract #032119-JDC, in the amount of \$271,000.

WHEREAS, Units #632 and #633 are vital pieces of equipment for the Streets and Utilities daily operations; and

WHEREAS, the reliable, useful life of each unit is exhausted and replacement is budgeted in fiscal year 2023; and

WHEREAS, severe supply chain and equipment availability deficits require advance purchasing to ensure items are received on time; and

WHEREAS, the equipment can be purchased on Sourcewell joint purchase contract #032119-JDC.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize the Fleet and Facilities Manager to purchase two Backhoe Loaders from Martin Equipment in Rock Island, Illinois, on Sourcewell Contract #032119-JDC, in the amount of \$271,000.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022
Date

Passed: _____
June 7, 2022

Approved: _____
June 28, 2022

Attest: _____
City Clerk



Martin Equipment
 3720 85th Avenue West
 Rock Island, IL 61201
(309) 787-6108

Quote Issued To : CITY OF MOLINE MUNICIPAL SERVICES 3635 4TH AVENUE MOLINE , IL , 61265 (309)524-2381	QUOTATION Quote # : 4015171 Issue Date : 5/10/2022 Expire Date : 6/5/2022 Est Delivery : 8/4/2022 FOB : ROCK ISLAND
Quote Issued By : Franks, Brad	

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2022	JD	310SL	(TBD)	0	209,182.00	124,500.00

310SL BACKHOE LOADER
 English Decals with English Operator and Safety Manuals
 JDLink
 Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission
 Cab
 Front View Mirror
 Radio, Bosch Basic Package
 Seat, Cloth Air-Suspension
 Dual Maintenance Free Batteries With Disconnect and Jump Post
 Strobe Light with Magnetic Mount
 LED Light Package
 Extendible Dipperstick
 Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)
 Pilot Controls, Two Lever, with Pattern Selection
 DEERE Standard Quick Coupler - Less Thumb
 24" (610 mm) Wide, Severe-Duty, 7.5 Cu. Ft.(0.21 Cu. M.) Capacity Bucket
 Loader Coupler, 3-Function Hydraulics, Single Lever
 Heavy-Duty Bumper - For Machines Without a Front Counterweight
 John Deere PowerTech EWL 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions
 Engine Coolant Heater
 Diagnostic Oil Sampling Ports
 GALAXY 21L24 12.5/80-18 TIRES
 92" 4-1 (CLAM BUCKET)

CITY OF MOLINE SOURCEWELL #30797

Total: 124,500.00

ADDITIONAL ITEMS

Description	Taxable	Price	Tax	Total
LINCOLN AUTO LUBE INSTALLED		15000.00	0	15000.00

Total of Additional Items : 15000.00

Notes

THIS MACHINE HAS 5 YEAR / 2,500 HR FULL MACHINE WARRANTY

Streets

QUOTE SUMMARY

Total Sale Price :	124,500.00
Less Trade Allowance :	0.00
Additional Taxable Items :	0.00
<hr/>	
Subtotal:	124,500.00
Sales Tax :	0.00
Additional Nontaxable Items :	15,000.00
<hr/>	
Total :	139,500.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.



Martin Equipme
 3720 85th Avenue We
 Rock Island, IL 6120
 (309) 787-610

Quote Issued To : CITY OF MOLINE MUNICIPAL SERVICES 3635 4TH AVENUE MOLINE , IL , 61265 (309)524-2381	QUOTATION Quote # : 4015188 Issue Date : 5/16/2022 Expire Date : 6/15/2022 Est Delivery : 1/18/2023 FOB : ROCK ISLAND
Quote Issued By : Franks, Brad	

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2022	JD	310SL	(TBD)	0	195,891.00	116,500.00

310SL BACKHOE LOADER
 English Decals with English Operator and Safety Manuals
 JDLink
 Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission
 Cab
 Radio, Bosch Basic Package
 Seat, Cloth Air-Suspension
 Dual Maintenance Free Batteries With Disconnect and Jump Post
 Strobe Light with Magnetic Mount
 Extendible Dipperstick
 Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)
 Pilot Controls, Two Lever, with Pattern Selection
 DEERE Standard Quick Coupler - Less Thumb
 24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket
 Two-Function Loader Hydraulics, Single Lever
 Auto Ride Control
 1250 Lb. (567 kg) Front Counterweight
 John Deere PowerTech EWL 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions
 1.3 CUBIC YARD BUCKET
 GALAXY 21L24 REAR / 12.5/80-18 FRONT TIRES
 SOURCEWELL# 30797

Total: 116,500.00

ADDITIONAL ITEMS

Description	Taxable	Price	Tax	Total
AUTO LUBE		15000.00	0	15000.00
Total of Additional Items :		15000.00		

Notes

THIS MACHINE COMES WITH A 5 YR / 2,500 HR FULL MACHINE WARRANTY

Utilities

\$ 131,500

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing approval of a proposed amendment (Substantial Amendment 1) to the City of Moline’s 2021 Annual Action Plan, Substantial Amendment 1, approved by Council Bill/Resolution No. 1114-2021, for the purpose of program fund reallocation; and authorizing the Mayor to implement the program activity set forth in the City of Moline’s 2021 Annual Action Plan Substantial Amendment 1 upon the Department of Housing and Urban Development’s (HUD’s) approval of said Amendment 1.

SUGGESTED ACTION:

The City seeks to amend the 2021 Annual Action Plan (APP), approved by Council Bill/Resolution No. 1114-2021, by adding additional CDBG CARES Act funding and activities. A proposed statement of community development objectives and projected use of funds has been advertised, and projected use of funds reflects programs recommended by Citizens Advisory Council on Urban Policy (CACUP) and are consistent with the local and national objectives of the Housing and Community Development Act of 1974. City staff drafted the plan amendments and completed the required publication, and a 30-day comment period. CACUP also met on May 18, 2022, and recommends approval of these eligible CDBG activities. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: N/A

ATTACHMENTS:

[06 PLA RES Claire-Whitley-2021 AAP Amendments-ATT1.doc.docx](#)

[06 PLA RES Claire-Whitley-2021 AAP Amendments-ATT2.pdf](#)

[06 PLA RES Claire-Whitley-2021 AAP Amendments-ATT3.pdf](#)

[06 PLA RES Claire-Whitley-2021 AAP Amendments-CBx.pdf](#)

PUBLIC NOTICE

The City of Moline announces a proposed substantial amendment to the City's Program Year 2021 Annual Action Plan (AAP). This proposed amendment is the first amendment to the 2021 AAP. The purpose of this notice is to make the public aware of the proposed amendments and allow for public review and comments. The City of Moline uses eight (8) criteria that constitute a substantial amendment to the Consolidated Annual Action Plan or Annual Action Plan. The proposed amendments include carrying forward prior year unused funds and re-allocation of these funds to a 2021 AAP program activity, re-allocation of two 2020 AAP activities to a 2021 AAP program activity, and re-allocation of 2021 program activity funds to two new program activities and the remaining funds to a different 2021 program activity. HUD systems made a switch from First-In/First-Out (FIFO) to Grants-Based Accounting (GBA) just before the FY16 allocations (officially switched in FY15). Where previously funding and disbursements were automatically made from the oldest grant with available funds, now activities are funded from specific grant years and disbursements will be only from those grant years. Leftover funds from PY16-PY19 (Program Year 16 – Program Year 19) could be a legacy of this switch. The City used GBA as required in IDIS but also dispersed both older funds and program income (PI) for certain activities within those PYs to both shore up older money and be in compliance with the use of program income.

The City of Moline intends to amend the 2021 AAP as follows:

2016 – 2019 Carryover Funding (\$138,436.88) **(RE-ALLOCATE)** Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activities/allocations.

2020 Boys & Girls Club (\$4,248) **(RE-ALLOCATE)** Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

2020 Program Planning Activities (AI) (\$5,000) **(ELIMINATE & RE-ALLOCATE)** Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Administration (\$96,752) **(REDUCE & RE-ALLOCATE)** Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Structural Neighborhood Abatement Program (SNAP) (\$35,000) **(ELIMINATE & RE-ALLOCATE)** Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Program Planning Activities (AI) (\$5,000) **(ELIMINATE & RE-ALLOCATE)** Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Homebuyer Assistance Program (\$35,000) **(REDUCE & RE-ALLOCATE)** Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Community Housing Services (CHS) Program (\$125,000) **(ELIMINATE & RE-ALLOCATE)** Re-allocate program funds to two new activities (\$18,000) Moline Parks & Recreation – Summer Program. (\$12,000) Moline Parks & Recreation – Pool Passes. Re-allocate the remaining program activity funds (\$95,000) to the 2021 Neighborhood Infrastructure Projects activity.

2021 Critical Assistance Program (CAP) (\$15,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Neighborhood Infrastructure Projects (NIP) (\$429,436.88) (ADDITIONAL FUNDING) CDBG funds will provide for the installation or extension of the useful life of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, traffic lights/signs, landscaping, street lighting, and/or street signs that are part of a more extensive street improvements; improvements to sidewalks; Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants.

2021 Moline Parks & Recreation – Summer Program (\$18,000) (New Funding) CDBG funds will provide for a 4-week free Summer Camp Program for kids that will provide hands on educational opportunities at the Police Department, Fire Department, Library, and Water Department.

2021 Moline Parks & Recreation – Pool Passes (\$12,000) (New Funding) CDBG funds will provide one plunge pass to each low-to-moderate income family once they qualify.

The City of Moline will hold two public hearings, Friday, April 29, 2022, 8:00 am – 8:30 am and Wednesday, May 18, 2022, 4:00 pm – 4:30 pm. at the Moline City Hall, Committee-of-the Whole (2nd Floor), 619 16th Street, Moline, Illinois, 61265. The purpose of the hearing is to obtain comments from citizens, groups, agencies and other interested parties to discuss the proposed amendments to the 2021 Annual Action Plan. The public is invited to attend the hearings and/or submit comments regarding the 2021 Annual Action Plan. This notice will also serve to acknowledge the public comment period, which will take place April 23, 2022 – May 23, 2022. Citizens are encouraged to examine and comment on the proposed amendments during regular business hours Monday through Friday, from 8:00 a.m. – 4:30 p.m. Documents will be available in the Community & Economic Development Department located at Moline City Hall, 619 16th Street, Moline, Illinois and on our website, www.moline.il.us . All comments must be received by May 23, 2022 in the Community & Economic Development Department. Written comments may be sent to the Community Development Division at the above City Hall address or e-mailed to kwhitley@moline.il.us.

K. J. WHITLEY
COMMUNITY DEVELOPMENT MANAGER
CITY OF MOLINE
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
619 16 STREET
MOLINE, IL 61265

Please publish once, Friday, April 22, 2022. Please send three proofs and the bill to the name above.

AVISO PÚBLICO

La Ciudad de Moline anuncia una enmienda sustancial propuesta al Plan de Acción Anual (AAP) del año 2021 del Programa de la Ciudad. Esta enmienda propuesta es la primera enmienda al AAP 2021. El objetivo de este aviso es para informar al público sobre las enmiendas propuestas y permitir la revisión y comentarios del público. La Ciudad de Moline utiliza ocho (8) criterios que constituyen una enmienda sustancial al Plan de Acción Anual Consolidado o al Plan de Acción Anual. Las enmiendas propuestas incluyen el traspaso de fondos no utilizados del año anterior y la reasignación de estos fondos a una actividad del programa AAP de 2021, la reasignación de dos actividades del AAP del 2020 a una actividad del programa AAP de 2021 y la reasignación de fondos de actividades del programa del 2021 a dos nuevas actividades del programa y los fondos restantes a una actividad del programa 2021 diferente. Los sistemas de HUD cambiaron de Primero-en-Entrar/Primero-en-Salir (FIFO) a Contabilidad basada en subvenciones (GBA) justo antes de las asignaciones del año fiscal 2016 (cambiado oficialmente en el año fiscal 2015). Mientras que anteriormente la financiación y los desembolsos se hacían automáticamente a partir de la subvención más antigua con fondos disponibles, ahora las actividades se financian a partir de años de subvención específicos y los desembolsos se realizarán únicamente a partir de esos años de subvención. Los fondos sobrantes de PY16-PY19 (programa año 16-programa año 19) podrían ser un legado de este cambio. La Ciudad usó GBA según lo requerido en IDIS, pero también dispersó fondos anteriores e ingresos del programa (PI) para ciertas actividades dentro de esos PY para apuntalar el dinero anterior y cumplir con el uso de los ingresos del programa.

La Ciudad de Moline tiene la intención de modificar el AAP del 2021 de la siguiente manera:

2016 – 2019 Transferencia de fondos (\$138,436.88) **(REASIGNAR)** Reasignar los fondos restantes del programa a las actividades/asignaciones de Proyectos de Infraestructura de Vecindarios del 2021.

2020 Boys & Girls Club (\$4,248) **(REASIGNAR)** Reasignar los fondos restantes del programa a la actividad de Proyectos de Infraestructura de Vecindarios del 2021.

2020 Actividades de Planificación de Programas (AI) (\$5,000) **(ELIMINAR & REASIGNAR)** Reasignar los fondos restantes del programa a la actividad de Proyectos de Infraestructura de Vecinandarios del 2021.

2021 Administración (\$96,752) **(REDUCIR & REASIGNAR)** Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecinandarios del 2021.

2021 Programa de Reducción Estructural de Vecindarios (SNAP) (\$35,000) **(ELIMINAR & REASIGNAR)** Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecinandarios del 2021.

2021 Actividades de Planificación de Programas (AI) (\$5,000) **(ELIMINAR & REASIGNAR)** Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecinandarios del 2021.

2021 Programa de Asistencia Para Compradores de Vivienda (\$35,000) **(REDUCIR & REASIGNAR)** Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecinandarios del 2021.

2021 Programa de Servicios de Vivienda Comunitaria (CHS) (\$125,000) **(ELIMINAR & REASIGNAR)** Reasignar fondos del programa a dos nuevas actividades (\$18,000) Parques y Recreación de Moline – Programa de Verano. (\$12,000) Parques y Recreación de Moline – Pases para la Piscina. Reasignar los fondos restantes de la actividad del programa (\$95,000) a la actividad de Proyectos de Infraestructura de Vecidarios del 2021.

2021 Programa de Asistencia Crítica (CAP) (\$15,000) **(ELIMINAR & REASIGNAR)** Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecinandarios del 2021.

2021 Proyectos de Infraestructura de Vecinandarios (NIP) (\$429,436.88) (FONDOS ADICIONALES) Los fondos de CDBG proporcionarán la instalación o extensión de la vida útil de calles, desagües de calles, desagües pluviales, bordillos y cunetas, túneles, puentes, semáforos/señales, jardinería, alumbrado público y/o letreros de calles que son parte de mejoras más extensas en las calles; mejoras a las aceras; instalación o reemplazo de líneas de agua, alcantarillado sanitario, alcantarillado pluvial y hidrantes de fuego.

2021 Parques y Recreación de Moline – Programa de Verano (\$18,000) (Nuevos Fondos) Los fondos de CDBG proporcionarán un programa de campamento de verano gratuito de 4 semanas para niños que brindará oportunidades educativas prácticas en el Departamento de Policía, el Departamento de Bomberos, la Biblioteca y el Departamento de Agua.

2021 Parques y Recreación de Moline – Pases para la Piscina (\$12,000) (Nuevos Fondos) Los fondos de CDBG proporcionarán un pase de inmersión a cada familia de ingresos bajos a moderados una vez que califiquen.

La Ciudad de Moline llevará a cabo dos audiencias públicas, el Viernes 29 de Abril del 2022 de 8: 00 a.m - 8:30 a.m y el Miércoles 18 de Maro del 2022 de 4:00 p.m. - 4:30 p.m. en el Palacio Municipal de la Ciudad de Moline, Comité de Conjunto (2nd. Piso) 619 16th Calle, Moline, Illinois, 61265. El objetivo de las audiencias es para obtener comentarios de los ciudadanos, grupos, agencias y otras partes interesadas para discutir las propuestas modificaciones al Plan de Acción Anual 2021. Se invita al público a asistir a las audiencias y/o enviar comentarios sobre el Plan de Acción Anual 2021. Este aviso también servirá para reconocer el período de comentarios públicos, que se llevará a cabo del 23 de Abril del 2022 al 23 de Mayo del 2022. Se alienta a los ciudadanos a examinar y comentar sobre las enmiendas propuestas en horario de oficina de Lunes a Viernes, de 8:00 a.m. - 4:30 p.m. Los documentos estarán disponibles en el Departamento de Desarrollo Económico y Comunitario ubicado en el Palacio Municipal de la Ciudad de Moline, 619 16th Calle, Moline, Illinois, y en nuestra página web, www.moline.il.us. Todos los comentarios deben recibirse antes del 23 de Mayo del 2022 en el Departamento de Desarrollo Económico Y Comunitario. Los comentarios por escrito se pueden enviarse a la División de Desarrollo Comunitario a la dirección del Ayuntamiento mencionada anteriormente o enviarse por correo electrónico a kwhitley@moline.il.us.

K. J. WHITLEY
GERENTE DE DESARROLLO COMUNITARIO
CIUDAD DE MOLINE
DEPARTAMENTO DE DESARROLLO ECONÓMICO Y COMUNITARIO
619 16 CALLE
MOLINE, IL 61265

Citizens Advisory Council on Urban Policy

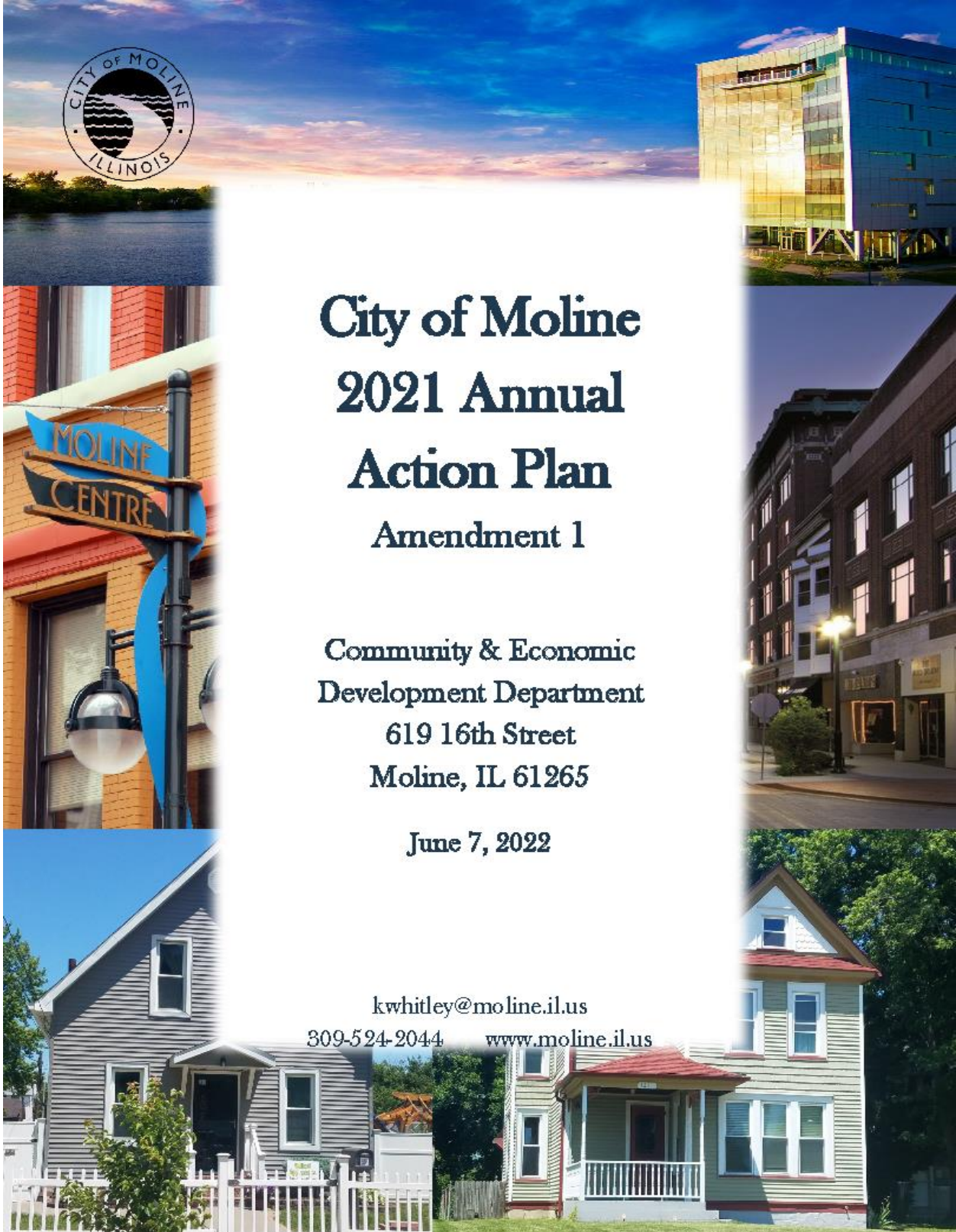
Moline, Illinois

Program Year 2022 CDBG - Actual

**2022 - Actual 5-16-
2022**

CACUP	\$67,797.00
The Salvation Army	\$39,266.00
Mercado on Fifth, Inc.	\$9,266.00
Youth Service Bureau	\$19,265.00
Administration	\$ 134,000.00
Code Compliance	\$ 57,800.00
CHS Service Delivery	\$ 100,850.00
Other Program Support	\$ 49,468.00
Neighborhood Infrastructure Project (NIP)	\$ 147,518.00
Structural Neighborhood Abatement Program (SNAP)	\$ 52,300.00
Program Planning Activities (AI)	\$ 5,000.00
Community Housing Services (CHS) Program	\$ 187,700.00
Critical Assistance Program (CAP)	\$ 20,000.00
	\$ 822,433.00

*6/16/2021 CACUP Meeting: Board approved the 2022 Anticipated CDBG Budget with any additional or reduced funding spread equally among the subrecipient groups



City of Moline 2021 Annual Action Plan Amendment 1

Community & Economic
Development Department
619 16th Street
Moline, IL 61265

June 7, 2022

kwhitley@moline.il.us
309-524-2044 www.moline.il.us

The City of Moline announces a proposed substantial amendment to the City's Program Year 2021 Annual Action Plan (AAP). This proposed amendment is the first amendment to the 2021 AAP. The purpose of this notice is to make the public aware of the proposed amendments and allow for public review and comments. The City of Moline uses eight (8) criteria that constitute a substantial amendment to the Consolidated Annual Action Plan or Annual Action Plan. The proposed amendments include carrying forward prior year unused funds and re-allocation of these funds to a 2021 AAP program activity, re-allocation of two 2020 AAP activities to a 2021 AAP program activity, and re-allocation of 2021 program activity funds to two new program activities and the remaining funds to a different 2021 program activity. HUD systems made a switch from First-In/First-Out (FIFO) to Grants-Based Accounting (GBA) just before the FY16 allocations (officially switched in FY15). Where previously funding and disbursements were automatically made from the oldest grant with available funds, now activities are funded from specific grant years and disbursements will be only from those grant years. Leftover funds from PY16-PY19 (Program Year 16 Program Year 19) could be a legacy of this switch. The City used GBA as required in IDIS but also dispersed both older funds and program income (PI) for certain activities within those PYs to both shore up older money and be in compliance with the use of program income. Limited edits to reflect the amendment changes have been made to the 2021 AAP, now known as Amendment 1.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

In 1974 the City of Moline became an entitlement community for the Community Development Block Grant (CDBG) program. As a designated entitlement jurisdiction, the City of Moline (COM) receives an annual allocation of federal funding designated to assist in the development of viable communities by supporting projects/activities that provide decent, safe and sanitary housing that is both affordable and sustainable and expand economic opportunities for low- and moderate-income persons.

The COM is required to develop a Five-Year Consolidated Plan (Con Plan) and an Annual Action Plan (AAP) for the use of these funds. The Con Plan is carried out through AAPs, which provides a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Con Plan.

The FY 2021 AAP is the second chapter of the City's 2020 – 2024 Five-Year Con Plan, which serves as a planning document that meets the federal government statutory requirements in 24 CFR 91.200-91.230. The original submission date for the FY 2021 AAP or multi-year Con Plans, for grantees with program year beginning on May 1, or earlier, is 60 days from the announcement of the FY 2021 formula

allocations. The 2021 formula allocations were announced on February 22, 2021. Therefore, the deadline to submit the FY 2021 Annual Action Plan for the grantees is April 23, 2021. In accordance with the Consolidated Plan Requirements of 24 CFR Part 91.20, the HUD Field Office may grant a jurisdiction an exception from the submission deadline. The COM requested and was granted a thirty-day extension. The extension request was based on multiple factors, including recent staff turnover, completion of the 2021 AAP citizen participation process, additional time to consider COVID-19 related activities, and additional time for municipal approval of the plan. The COM intends to submit their FY 2021 AAP (electronically) on or before May 29, 2021.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City's goals for the Annual Action Plan (AAP) focus on continuing neighborhood revitalization efforts, addressing affordable housing needs and assisting low income, homeless and special needs residents with supportive services.

Specifically, the City intends to focus on the following:

Provide Decent, Affordable Housing: Annually assist low to moderate income (LMI) homeowners with needed rehabilitation to address code deficiencies, energy efficiency, accessibility and/or emergency repairs. Assist low to moderate income individuals/families with monthly rent and/or utilities. Create **Suitable Living Environments:** Invest City-wide to eliminate blight through selective demolition and rehabilitation, and work toward a greater accessibility of public infrastructure, especially sidewalks, to benefit people with disabilities and residents traveling by bike or other non-vehicular forms. **Improve Economic Opportunity:** Assist low-income and special needs residents by creating a Public Service Category of funding for local non-profits. The eligible activities include, but are not limited to employment services, e.g. job training, crime prevention and public safety, child care, health services, substance abuse services; e.g., counseling and treatment, fair housing counseling, education programs, services for senior citizens and services for homeless persons. The Cities of Moline, Davenport, and Rock Island, as recipients of federal grant funds from the U.S. Department of Housing and Urban Development, must periodically conduct a fair housing study known as an Analysis of Impediments to Fair Housing Choice (AI). The AI studies patterns of integration and segregation; racially and ethnically concentrated areas of poverty; disparities in access to opportunity; and disproportionate housing needs. Based on the findings of this research, the report proposes fair and affordable housing strategies to overcome the identified fair housing issues. The AI can be viewed at <https://www.moline.il.us/132/Annual-ReportsPlanning-Studies>.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

2021 AAP SA#1 - The City of Moline conducted two public hearings on the development of the 2021 AAP, SA#1, in order to allow citizens, the opportunity to provide input. The City of Moline also had one, thirty-day comment period, for additional public input. Prior to the two public hearings, public notices were published in the local newspaper in English and Spanish. Drafts of the evolving 2021 AAP, SA#1, were available to the public during normal business hours as well as posted on our website, www.moline.il.us. Past performance and public/citizen participation assisted staff in developing the recommended activities/projects in the 2021 AAP, SA#1.

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2021 AAP - The City of Moline conducted two public hearings on the development of the 2021 AAP in order to allow citizens the opportunity to provide input. The City of Moline also had one, thirty-day comment period, for additional public input. Prior to the two public hearings, public notices were published in the local newspaper in English and Spanish. Drafts of the evolving 2021 AAP were available to the public during normal business hours as well as posted on our website, www.moline.il.us.

The City has successfully funded housing rehabilitation activities for low to very low income households. The City's past programs have focused on community needs that continue to exist including but not limited to aging housing stock, infrastructure, as well as neighborhood and public improvements. The programs the City has used to address these needs have been well-received by residents and neighborhood organizations. The City of Moline believes the programs proposed for the FY 2020 – FY 2024 Consolidated Plan/2021 Annual Action Plan and goals for the Consolidated Plan are similar to those used in the past and will continue to be the most efficient and effective use of HUD CDBG grant funds.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

2021 AAP SA#1 - The City of Moline conducted two public hearings on the development of the 2021 AAP, SA#1, in order to allow citizens, the opportunity to provide input. The City of Moline also had one, thirty-day comment period, for additional public input. Prior to the two public hearings, public notices were published in the local newspaper in English and Spanish. Drafts of the evolving 2021 AAP, SA#1, were available to the public during normal business hours as well as posted on our website, www.moline.il.us. Past performance and public/citizen participation assisted staff in developing the recommended activities/projects in the 2021 AAP, SA#1.

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As the entitlement grantee (47th year) for the CDBG program, the City of Moline’s (COM) Community & Economic Development Department (CEDD) develops a five-year consolidated plan as well as the Annual Action Plan that outlines the proposed activities and expenditures for use of these funds. The CEDD will also act as one of several public and private agencies that will administer programs and activities under the plan. During this ConPlan period, the CEDD will also work with other agencies and organizations that will assist in the administration of the Consolidated Plan programs. The City of Moline has embraced a process for the development of this Action Plan that included broad participation from the community. At each step in the process, care has been taken to ensure that low-and-moderate-income residents, members of minority groups, agencies involved in the provision of services to these populations, and others who are directly impacted by the programs and projects supported by the Consolidated Plan programs have been actively involved. The CEDD staff conducted extensive outreach to engage a wide range of agencies, groups, organizations, and residents in the process of developing the 2020-2024 Five-Year Consolidated Plan and the 2021 Annual Action Plan. This process included widespread public participation and input through surveys, social media, community meetings, and public hearings.

The City of Moline conducted two public hearings on the development of the 2021 AAP in order to allow citizens the opportunity to provide input. The City of Moline also had one, thirty-day comment period, for additional public input. Prior to the two public hearings, public notices were published in the local newspaper in English and Spanish. Drafts of the evolving 2021 AAP were available to the public during normal business hours as well as posted on our website, www.moline.il.us.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

One written comment was received on April 27, 2022, from Eric Griffith, Moline’s Parks and Recreation Director. Last fall (2021), the Moline Parks and Recreation Department applied for two public service programs and were approved as a 2022 Community Development Block Grant (CDBG) sub recipient. Due to the anticipated announcement (May 13, 2022) of the City’s 2022 funding and the nature of the two proposed programs, the programs were included in this 2021 AAP, SA#1.

The City of Moline Parks & Recreation Department has partnered with a local non-profit to address swimming pools admissions. The City of Moline Parks and Recreation Department is requesting \$10,000 to offer scholarships for youth to participate in a sport or program that the Parks and Recreation Department offers instead of the free pool pass program.

- **Moline Parks & Recreation Scholarship Program**

- Request is \$10,000

- Roughly 200-225 scholarships available.

The Community & Economic Development staff reviewed the comment/request and discussed it with HUD's Moline's Community Planning and Development Representative. The total balance of the recommended (request) funding remained the same. Additionally, the revised proposed scope (activity) converted into an exempt environmental.

Staff discussed these changes with the CACUP Advisory Board and incorporated them into the 2021 AAP, SA#1, prior to their approval (recommendation) to the Moline City Council.

6. Summary of comments or views not accepted and the reasons for not accepting them

NA

7. Summary

This plan provides a framework through which Moline manages its federal entitlement programs related to community development and homeless prevention assistance. Data was provided through HUD's eCon software system, utilizing custom tabulations of American Community Survey (ACS) data from the U.S. Census Bureau. This data, known as the "CHAS" data (Comprehensive Housing Affordability Strategy), demonstrate the extent of housing problems and housing needs, particularly for low income households. The CHAS data is used by local governments to plan how to spend HUD funds, and may also be used by HUD to distribute grant funds. The City worked with local service providers and other concerned citizens to develop the strategic plan and annual action plan, both designed to address needs within the city as identified through the public participation process and needs assessment. The Consolidated Plan identifies the top funding priority needs for the next five years. The 2021 Annual Action Plan is the second chapter of the 2020-2024 Consolidated Plan. These priorities were established through a public community survey, housing market analysis data, feedback from public meetings, and consultation with local stakeholders. Funding these priorities support the Department of Housing and Urban Development (HUDs) (FY 2018-2022) Strategic Framework (Rethink American Communities): Promote Economic Opportunity; Enhance Rental Assistance; Reduce the Average Length of Homelessness; Support Sustainable Homeownership and Financial viability and Remove Lead-Based Paint Hazards and Other Health and Safety Hazards in Housing. These priority needs are intended to address barriers to affordable housing and target low-and-moderate income homeowners and renters, homeless individuals and families, and persons with special needs. The priorities also address economic development and revitalization with job creation. The six priority needs for the City of Moline are: -Safe, Affordable, Housing Stock, - Public Infrastructure Improvements. – Public Facilities. – Public Services, - Promote, Increase, and Maintain Homeownership, and – Economic Development and Job Creation.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MOLINE	Community & Economic Development Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

City of Moline
 Community & Economic Development Department
 KJ Whitley
 Community Development Manager
 619 16 Street
 Moline, IL 61265
 309-524-2044
 kwhitley@moline.il.us

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Moline's consultation on the development of the Plan began in August 2020, and was achieved through a variety of strategies, including public hearings, public comment periods, direct correspondence and surveys. In addition to the survey and public hearings, there were two thirty-day comment periods, data was used from two Tri-State (Cities of Moline (IL), Rock Island, (IL) and Davenport (IA)) entitlement studies: 2020 Housing Needs Assessment and the 2019 Regional Analysis of Impediments to Fair Housing Choice. All efforts were made to contact appropriate parties and obtain thorough input. These consultations, in conjunction with participation from citizens, neighborhood associations, community partners/businesses, provided the plan direction and scope.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City participates on several standing committees comprised of housing providers, health providers, financial institutions, and other social service agencies. This involvement allows staff to keep apprised of the community needs, project activities, and provides a connection between city staff and agency providers. The City has a strong history providing sub-recipient funding to the Salvation Army to help support public services activities like reducing and preventing homelessness. In order to enhance coordination and understand the roles of the areas housing, health, and service providers, the City employs one or more of the following methods of communication: electronic survey, phone conversation, (website) Internet, e-mail correspondence, U.S. mail correspondence, and internet/in-person meetings. Information obtained from the preceding methods is then used to better understand if there are gaps or duplication in service coverage so that housing, health and service needs can be better addressed.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Moline is situated within the geographic service area of the Northwest Illinois Continuum of Care. Project Now serves as the local lead administration agency for this program. In addition to monitoring program activities, grant opportunities, and announcements related to other resources, the City of Moline partners with Project Now on several different housing-related programs that often provide direct services to households threatened with homelessness. Furthermore, the City of Moline funds and consults with the Salvation Army of the Quad Cities as they provide shelter and services for the homeless and those in need of temporary shelter or transitional housing. The City of Moline also conducted a Community Needs Survey, which included questions pertaining to housing needs, including homeless and related services. This survey was made available to a regional network of housing and social service

providers. The City also periodically consults available online and/or published resources pertaining to homeless and housing-related resources. Such resources included the previously mentioned Northwest Illinois Continuum of Care as well as the Homeless Shelter Directory and the United Way of the Quad Cities Housing Services Directory.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Moline does not receive ESG funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	BETHANY FOR CHILDREN AND FAMILIES
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-homeless Services-Education Services - Victims Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to Bethany for Children and Families for feedback of community needs by way of a community needs survey. The City also researched Bethany for Children and Families' webpage to examine the hurdles the agency faces in assisting the community's youths and their mission to strengthen and maintain families intact. The City further maintains itself updated on Bethany for Children and Families continued needs, mission, and communal efforts by researching their website periodically.
2	Agency/Group/Organization	Boys and Girls Club of the Mississippi Valley
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to Boys and Girls Clubs of the Mississippi Valley for feedback of community needs by way of a community needs survey. The City also researched the Boys and Girls Clubs of the Mississippi Valley 's continued needs, mission, and communal efforts by researching their website.
3	Agency/Group/Organization	American Cancer Society - Rock Island
	Agency/Group/Organization Type	Services-Health Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to American Cancer Society - Rock Island for feedback of community needs by way of a community needs survey. The City researched the American Cancer Society-Rock Island's website data to determine community needs and access the efforts by American Cancer Society-Rock Island in executing their mission.
4	Agency/Group/Organization	Black Hawk College
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to Black Hawk College for feedback of community needs by way of a community needs survey. The City researched the Black Hawk College's website data to determine community needs and access the efforts by Black Hawk College's efforts towards executing their mission.

5	Agency/Group/Organization	American Red Cross of the Quad Cities Area
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-homeless Services-Health Services-Education Services-Employment Services - Victims Publicly Funded Institution/System of Care Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to the American Red Cross of the Quad Cities for feedback of community needs by way of a community needs survey. The City researched the American Red Cross of the Quad Cities' website data to determine community needs and access the efforts by American Red Cross of the Quad Cities' towards executing their mission.
6	Agency/Group/Organization	Renew Moline
	Agency/Group/Organization Type	Planning organization Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City works closely with Renew Moline on many developmental projects aimed at planning for future economic growth. The City of Moline's Community & Economic Development Department meets and consults with Renew Moline several times per year. The City independently reached out to Renew Moline for feedback of community needs by way of a community needs survey. The City also researched Renew Moline's website data to determine community needs and access the efforts by Renew Moline's efforts towards executing their mission.
7	Agency/Group/Organization	Child Abuse Council of the Quad Cities
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-Education Services - Victims Child Welfare Agency Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City explored the hurdles the Child Abuse Council Quad Cities agency faces in assisting the community with their child abuse prevention efforts by reviewing their website.

8	Agency/Group/Organization	Children's Therapy Center of the Quad Cities
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched the Children's Therapy Center of the Quad Cities' website data to determine community needs and access the efforts by Children's Therapy Center of the Quad Cities' towards executing their mission.
9	Agency/Group/Organization	Christian Care
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched the Christian Care webpage to examine the hurdles the agency faces in assisting the community with their rescue mission and homelessness assistance efforts. The City further maintains itself updated on Christian Care's continued needs, mission, and communal efforts by researching their website.
10	Agency/Group/Organization	Greater Metropolitan Area Housing Authority Rock Island County
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to the Greater Metropolitan Area Housing Authority of Rock Island County for feedback of community needs by way of a community needs survey. The City also researched the Greater Metropolitan Area Housing Authority of Rock Island County's webpage to examine the needs identified by the agency and underserved and/or lacking resources for targeted services. The City further maintains itself updated on the Greater Metropolitan Area Housing Authority of Rock Island County's continued needs, mission, and communal efforts by researching their website data.

11	Agency/Group/Organization	Community Health Care
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to Community Health Care for feedback of community needs by way of a community needs survey. The City also researched Community Health Care's webpage to examine the needs identified by the agency.
12	Agency/Group/Organization	Quad Cities Chamber
	Agency/Group/Organization Type	Regional organization Planning organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City is a member of the Quad Cities Chamber of Commerce and consults with the Quad Cities Chamber of Commerce on economic opportunities. The City also works with the Quad Cities Chamber of Commerce on projects, strategies, information sharing and research. The City independently reached out to the Quad Cities Chamber of Commerce for feedback of community needs by way of a community needs survey. The City also researched the Quad Cities Chamber of Commerce's website data to determine community needs and access the efforts by Quad Cities Chamber of Commerce's efforts towards executing their mission.

13	Agency/Group/Organization	Quad City Arts
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to the Quad City Arts for feedback of community needs by way of a community needs survey. The City also researched the Quad City Arts' website data to determine community needs and access the efforts by Quad Cities Chamber of Commerce's towards executing their mission.
14	Agency/Group/Organization	The ARC of the Quad Cities Area
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to The Arc of the Quad Cities Area for feedback of community needs by way of a community needs survey. The City also researched The Arc of the Quad Cities Area's website to determine community needs and access the efforts by The Arc of the Quad Cities Area towards in executing their mission.
15	Agency/Group/Organization	Moline Community Development Corporation
	Agency/Group/Organization Type	Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to the Moline Community Development Corporation for feedback of community needs by way of a community needs survey. The City works closely with the Moline Community Development Corporation in home rehabilitation as well. The City also researched the Moline Community Development Corporation's website to examine the hurdles the agency faces in assisting with their community efforts.
16	Agency/Group/Organization	Rock Island County Health Department
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City works with the Rock Island Health Department on the Lead Control Program to educate citizens of the community who reside in homes containing lead about the dangers of lead and lead safe practices. The City meets with the Rock Island County Health Department monthly and consults with them with regard to the needs of the community with regard to lead and lead safe homes. The City independently reached out to the Rock Island County Health Department for feedback of community needs by way of a community needs survey. The City also researched the Rock Island County Health Department's webpage to examine needs identified by the agency and targeted services.
17	Agency/Group/Organization	Illinois Iowa Center for Independent Living
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to Illinois Iowa Center for Independent Living for feedback of community needs by way of a community needs survey. The City also researched the Illinois Iowa Center for Independent Living's webpage to examine the needs identified by the agency and targeted services.
18	Agency/Group/Organization	DeLacerda House
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City independently reached out to DeLaCerde House Inc for feedback of community needs by way of a community needs survey. The City also consulted DeLaCerde House Inc by way of research of their informational webpage. All services provided by DeLaCerde House Inc to local people living with HIV/AIDS and those with special needs are transitional in manner. At least one housing complex is Section 8 based. The City maintains itself updated on DeLaCerde House Inc's continued needs, mission and communal efforts.</p>
19	<p>Agency/Group/Organization</p>	<p>PROJECT NOW INC.</p>
	<p>Agency/Group/Organization Type</p>	<p>Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Education Services-Employment</p>

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City solicited feedback from Project Now Inc by way of a community needs survey. The City is also partnered with Project NOW Inc to execute the Lead Control Program for citizens of the community who reside in homes containing lead. The City meets periodically with Project NOW Inc to assess community needs in a wide spectrum of services offered through Project NOW Inc. The City also researched Project NOW Inc's website data to determine community needs and access the efforts by Project NOW Inc towards executing their mission.</p>
20	<p>Agency/Group/Organization</p>	<p>Youth Service Bureau</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-Children Services-Health Services-Education</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Non-Homeless Special Needs Economic Development</p>

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to the Youth Service Bureau of Rock Island for feedback of community needs by way of a community needs survey. The City also researched Your Service Bureau of Rock Island's website to determine community needs and communal efforts to execute their mission locally.
21	Agency/Group/Organization	Safer Foundation
	Agency/Group/Organization Type	Services-Children Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to Safer Foundation for feedback of community needs by way of a community needs survey. The City also consulted Safer Foundation by way of research of their informational webpage. All services provided by Safer Foundation are directed to local youth to assist with job training, education and job placement. The City maintains itself updated on Safer Foundation's continued needs, mission and communal efforts.
22	Agency/Group/Organization	United Way of the Quad Cities
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to United Way of the Quad Cities for feedback of community needs by way of a community needs survey. The City consulted United Way of the Quad Cities by way of research of their informational webpage. The City maintains itself updated on the United Way's continued needs, mission and communal efforts and supports the mission of the United Way.
23	Agency/Group/Organization	Dress for Success Quad Cities
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to Dress for Success Quad Cities for feedback of community needs by way of a community needs survey. Dress for Success Quad Cities is an organization targeted at assisting in networking and building careers which in turn promotes economic growth. The City researched Dress for Success Quad Cities informational webpage to access additional noted community needs.
24	Agency/Group/Organization	Transitions Mental Health Services
	Agency/Group/Organization Type	Services-Health Health Agency

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City reached out independently to Transitions Mental Health Services for feedback of community needs by way of a community needs survey. The City also researched Transitions Mental Health Services website data to determine community needs and access the efforts by Transitions Mental Health Services towards executing their mission.
25	Agency/Group/Organization	The Center for Youth and Family Solutions
	Agency/Group/Organization Type	Services-Children Services-Health Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to The Center for Youth and Family Solutions for feedback of community needs by way of a community needs survey. The City also consulted with The Center for Youth and Family Services by researching their webpage to determine additional community needs.
26	Agency/Group/Organization	Moline Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to the Moline Housing Authority for feedback of community needs by way of a community needs survey. The City also researched the Moline Housing Authority's webpage to examine the needs identified by the agency and underserved and/or lacking resources for targeted services. The City further maintains itself updated on the Moline Housing Authority's continued needs, mission and communal efforts by researching their website data periodically.
27	Agency/Group/Organization	Council on Community Services of the Quad Cities
	Agency/Group/Organization Type	Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to the Council on Community Services of the Quad Cities for feedback of community needs by way of a community needs survey. The City also researched the Council on Community Services of Quad Cities' Facebook page to examine additional needs, resources and targeted services identified by the agency.
28	Agency/Group/Organization	Pregnancy Resources
	Agency/Group/Organization Type	Services - Housing Services - Victims

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched the Pregnancy Resources webpage to examine the hurdles the agency faces in assisting the community with their mission.
29	Agency/Group/Organization	Family Resources
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched the Family Resources Inc webpage to examine the hurdles the agency faces in assisting the community with their mission.
30	Agency/Group/Organization	Alternatives for Older Adults Inc.
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched Alternatives for the Older Adult Inc's webpage to examine the hurdles the agency faces in assisting the community's elder population.

31	Agency/Group/Organization	Martin Luther King Community Center
	Agency/Group/Organization Type	Services-Children Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to the Martin Luther King, Jr. Community Center for feedback of community needs by way of a community needs survey. The City also researched Martin Luther King, Jr. Community Center's webpage to determine additional community needs and access the efforts towards executing their mission and vision.
32	Agency/Group/Organization	Moline Police Department
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted with their Police Department to obtain their analysis of their thoughts on the community needs. Being mandated reporters for the City and State, the Police Department maintains a concise analysis of first hand dealings with victims, victims of domestic violence, unaccompanied youths and the homeless.

33	Agency/Group/Organization	QC Marriage & Family Counseling
	Agency/Group/Organization Type	Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched QC Marriage & Family Counseling's website for information on their efforts to address community needs.
34	Agency/Group/Organization	The Greater Quad Cities Hispanic Chamber of Commerce
	Agency/Group/Organization Type	Regional organization Planning organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City is an active member of The Greater Quad Cities Hispanic Chamber of Commerce and consults with them in regards to Market Analysis and Economic Development opportunities for the City. The City also researched The Greater Quad Cities Hispanic Chamber of Commerce's website for additional needs addressed by their community efforts.
35	Agency/Group/Organization	Quad Titians Affirming Diversity
	Agency/Group/Organization Type	Services-Children Services-Education

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to the Quad Titians Affirming Diversity for feedback of community needs by way of a community needs survey. The City also researched Quad Titians Affirming Diversity's website to determine additional community needs and the agency's success in executing their mission.
36	Agency/Group/Organization	Robert Young Center
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to Robert Young Center for feedback of community needs by way of a community needs survey. The City also researched Robert Young Center's website for additional information on communal needs.
37	Agency/Group/Organization	Illinois Department of Human Services
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Other government - State

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted with the Illinois Department of Human Services by way of their informational website. The City maintains itself updated on the Illinois Department of Human Services' community services and their continued assessment of communal needs.
38	Agency/Group/Organization	Rock Island County Council on Addiction
	Agency/Group/Organization Type	Services - Housing Services-Health Services-Education Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched Rock Island County Council on Addictions' website, as well as, their Facebook page to determine community needs and the agency's success in executing their mission.
39	Agency/Group/Organization	Rock Island County Emergency Management Agency
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently researched the Rock Island County Emergency Management Agency's webpage for details on determining community needs addressed and continual efforts made in executing their mission.

40	Agency/Group/Organization	Rock Island Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched the Rock Island Housing Authority's website for data to access community needs and potential over pour of needs from the neighboring City of Rock Island. The City maintains itself up to date on the Rock Island Housing Authority's efforts to access and address communal needs.
41	Agency/Group/Organization	Salvation Army
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consults with the Salvation Army regularly to access community needs. The City supports the Salvation Army's mission and community efforts.

42	Agency/Group/Organization	City of Davenport
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City periodically consults with the City of Davenport on multi state projects which affect both cities.
43	Agency/Group/Organization	City of Rock Island
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City works with the City of Rock Island on the Lead Control Program to provide and educate citizens of the community who reside in homes containing lead about the dangers of lead, lead safe practices and to assist in the rehabilitation of those homes. The City meets with the City of Rock Island regularly and consults with them regarding various community needs including, but not limited to, lead safe homes and economic development.
44	Agency/Group/Organization	CITY OF EAST MOLINE
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City works with the City of East Moline on the Lead Control Program to provide and educate citizens of the community who reside in homes containing lead about the dangers of lead, lead safe practices and to assist in the rehabilitation of those homes. The City meets with the City of East Moline regularly and consults with them regarding various community needs including, but not limited to, lead safe homes and economic development.
45	Agency/Group/Organization	City of Silvis
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City works with the City of Silvis on the Lead Control Program to provide and educate citizens of the community who reside in homes containing lead about the dangers of lead, lead safe practices and to assist in the rehabilitation of those homes. The City meets with the City of Silvis regularly and consults with them regarding various community needs including, but not limited to, lead safe homes and economic development.
46	Agency/Group/Organization	City of Bettendorf
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City periodically consults with the City of Bettendorf with regard to multi-state projects, such as the I-74 Bridge and I-74 Bridge reconstruction. This affects both cities and also enhances and/or promotes economic development.
47	Agency/Group/Organization	Two Rivers YMCA
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently reached out to Two Rivers YMCA for feedback of community needs by way of a community needs survey. The City also researched the Two Rivers YMCA's website for additional community needs and to view community efforts towards their mission, commitment and strategic plan.
48	Agency/Group/Organization	Veterans Assistance Commission
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City independently researched Veterans Assistance Commission's webpage for details on determining community needs addressed and continual efforts made in executing their programs.

49	Agency/Group/Organization	Winnie's Place
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Winnie's Place is a shelter program aimed in helping women with or without children who are homeless and/or survivors of domestic abuse. The City independently researched Winnie's Place's webpage for details on determining community needs addressed and continual efforts made in executing their support services.
50	Agency/Group/Organization	World Relief
	Agency/Group/Organization Type	Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	World Relief of the Quad Cities is a non-profit agency providing services to refugees and immigrants in Western Illinois and Eastern Iowa. The City independently researched World Relief's website for details on determining community needs addressed and continual efforts made in executing their mission to serve vulnerable populations.

51	Agency/Group/Organization	Vera French Community Mental Health Center
	Agency/Group/Organization Type	Services-Children Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched Vera French Community Mental Health Center's website to determine community needs with regard to mental health facilities and determine communal efforts in executing their mission locally.
52	Agency/Group/Organization	QC Haven of Hope
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched QC Haven of Hope's website to identify their community efforts, community needs and support services in offering transitional housing to women and children.

53	Agency/Group/Organization	Humility Homes & Services, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Health Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched Humility Homes & Services, Inc's website and Facebook page to identify community efforts to assist local persons who suffer from homelessness and to determine community needs for further services.
54	Agency/Group/Organization	The Place 2B
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted The Place 2B by way of research of their Facebook page to determine continued needs and communal efforts. All services provided by The Place 2B are directed towards local youth to provide a safe after school environment and a safe haven for unaccompanied and/or at risk youth.
55	Agency/Group/Organization	Skip-a-Long Development Services
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City researched Skip-a-Long Development Services by way of their website to determine community needs, hurdles the agency faces and their execution of their mission to provide early child education and care.
56	Agency/Group/Organization	Habitat for Humanity Quad Cities
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City currently partners with Habitat for Humanity Quad Cities for the Habitat for Humanity Senior Rehab Program. The City also consults with Habitat for Humanity Quad Cities to determine future projects within the City and to assess community needs. The City also researched Habitat for Humanity Quad Cities' website to determine additional community needs.

57	Agency/Group/Organization	Quad Cities Autism Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health Services-Education Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Quad Cities Autism Center provides education, guidance and resources to parents and children affected by Autism. The City independently researched Quad Cities Autism Center's website to determine community needs and execution of their mission.
58	Agency/Group/Organization	HANDICAPPED DEVELOPMENT CENTER
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted Handicapped Development Center by way of research of their website and Facebook page. All services provided by Handicapped Development Center to locals with disabilities are in support of integrating those they service into the workplace and community. The City maintains itself updated on Handicapped Development Centers continued needs, mission and communal efforts.
59	Agency/Group/Organization	ILLOWA Council Boy Scouts of America
	Agency/Group/Organization Type	Services-Children

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted ILLOWA Council Boy Scouts of America by way of research of their website and Facebook page to determine community impact, continued needs, mission and communal efforts.
60	Agency/Group/Organization	Girl Scouts of Eastern Iowa and Western Illinois
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted Girl Scouts of Eastern Iowa and Western Illinois by way of research of their website and Facebook page to determine community impact, continued needs, mission and communal efforts.
61	Agency/Group/Organization	Quad City Alliance for Immigrants & Refugees
	Agency/Group/Organization Type	Services - Housing Services-Health Services-Education Services-Employment Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Quad City Alliance for Immigrants & Refugees assists immigrants and refugees in the integration process and collaborates with appropriate service providers. The City consulted Quad City Alliance for Immigrants & Refugees by way of research of their website and Facebook page to determine community needs and the agency's execution of its mission.
62	Agency/Group/Organization	Gigi's Playhouse Quad Cities
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted GiGi's Playhouse Quad Cities by way of research of their website and Facebook page. All services provided by GiGi's Playhouse Quad Cities are free of charge to local children with Down Syndrome by way of fundraising and donations collected. The City maintains itself updated on GiGi's Playhouse Quad Cities' continued needs, mission and communal efforts.
63	Agency/Group/Organization	Moline-Coal Valley School District No. 40
	Agency/Group/Organization Type	Services-Children Services-Education Services - Narrowing the Digital Divide Broadband Major Employer
	What section of the Plan was addressed by Consultation?	Broadband

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted and partnered with the Moline-Coal Valley School District on bringing COVID-19 broadband connectivity services to low to moderate households.
64	Agency/Group/Organization	Mediacom Communication Corporation
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers
	What section of the Plan was addressed by Consultation?	Broadband
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City consulted and partnered with the Mediacom Community Corporation to bring COVID-19 broadband connectivity services for the Moline Coal Valley School District to low to moderate households.

Identify any Agency Types not consulted and provide rationale for not consulting

Moline included all known agencies providing services to Moline Residents in the creation of the 2020 - 2024 Consolidated Plan/2021 Annual Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Project Now	The City of Moline’s goals align with the objectives goals of Homeless Connections of Northwest Illinois to educate the community and its leaders, collaborate with local interest groups and leaders, value diversity in collaboration, encourage community service, and look forward to the future. The City of Moline’s priorities have the benefit of helping to reduce the chances that an LMI individual/family will become homeless. Ensuring the homes are safe, healthy, and livable is a goal that directly aligns with those of Project NOW.
Illinois Consolidated/Action Plan	State of Illinois, IHDA, DECO	Housing, Homelessness, Special Needs
Moline Comprehensive Plan	City of Moline	Housing & Neighborhood Stabilization
Moline Strategic Action Plan	City of Moline	Quality Neighborhoods and Housing Availability
Analysis of Impediments to Fair Housing Choice	Tri-Cities Study	Fair Housing, Low Income Populations, Aged Housing Stock
Housing Needs Assessment	Tri-Cities Study	Current and future housing strategies to better meet the housing needs of current and future residents.
Rock Island County Hazard Mitigation Plan	Rock Island County	A strategically-driven process that will help create jobs, foster more stable and diversified economies, and improve living condition.
Bi-State Regional Comprehensive Econ Dev Strategy	Bi-State Region	A strategically-driven process that will help create jobs, foster more stable and diversified economies, and improve living condition.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Moline has adopted a Citizen Participation Plan as set forth by Regulation 24 CFR 91.105 CITIZEN PARTICIPATION PLAN; LOCAL GOVERNMENTS. The Participation Plan contains the City's policies and procedures for public participation in regards to the Consolidated Plan process, use of CDBG funds, as well as other public documents submitted to HUD annually.

Participation is an integral part of the planning process for the Consolidated Plan, so the City of Moline has a Citizen Advisory Council on Urban Policy (CACUP) to represent its residents. All residents are encouraged to participate and to contact the Community Development Division with any questions. CACUP, along with the CDBG program, was established in 1975 pursuant of the "Housing Community Development Act of 1974". In association with Section 105 of the Act, the Office of Assistant Secretary of Community Planning and Development created Title 24 of the Code of Federal Regulations (CFR). The CFR provides guidance on the implementation of CDBG programs and a process for developing the Citizen Participation Plan.

The responsible legislative body in matters related to the Consolidated Plan and Annual Action Plan process is City Council. As directed by City Council, CACUP is involved in developing both plans and in making specific funding recommendations on the use of CDBG funds to the City Council. The CDBG programs are administered by the City's Community Development Division.

In addition to CACUP, other methods were used to solicit and broaden citizen participation in developing the Consolidated Plan. These methods are described below.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	April 8, 2021 - Public notice of two hearings and public comment period.	NA		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Comment Period	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	April 9, 2021 - May 9, 2021 = 30 day comment period	No comments were received during the comment period.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	First Public Hearing - April 21, 2021	No written or verbal comments were received during the public hearing.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Second Public Hearing - May 7, 2021	No written or verbal comments were received during the public hearing.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	CACUP Approval - April 21, 2021	No written or verbal comments were received during the public meeting regarding the proposed 2021 AAP.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
6	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	COW Approval- May 11, 2021	No written or verbal comments were received during the COW meeting.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
7	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	Council Approval- May 18, 2021 (Tentative)	The Moline City council approved the 2021 Annual Action Plan Resolution (proposed programs and budget).	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
8	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	April 22, 2022 - Public notice for two hearings and thirty day public comment period.	NA	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
9	30 day comment Period	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	April 23, 2022 - May 23, 2022 = 30 day comment period	One written comment was received, evaluated and included in the 2021 AAP, Amendment 1.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
10	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	First Public Hearing - April 29, 2022	No written or verbal comments were received during the public hearing.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
11	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Second Public Hearing - May 23, 2022	No written or verbal comments were received during the public hearing.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
12	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	The Citizen Advisory Committee on Urban Planning (CACUP) approved the 2021 AAP, Amended 1 plan as proposed.	No written or verbal comments were received during the public meeting regarding the 2021 AAP, Amendment 1.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
13	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Council Approval (Consideration requested for COW/Council) - June 7, 2022 (Tentative)	No written or verbal comments were received during the COW or Council meetings (Tentative).	NA	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Office of Community Planning and Development at the U.S. Department of Housing and Urban Development (HUD) allocates CDBG funds to the City of Moline’s Community & Economic Development Department (CEDD). The Anticipated Resources Matrix below outlines each of these funds, the expected amount of resources and program income available in this current 2021 AAP. SA#1. The proposed amendments include carrying forward prior year unused funds and re-allocation of these funds to a 2021 AAP program activity, re-allocation of two 2020 AAP activities to a 2021 AAP program activity, and re-allocation of 2021 program activity funds to two new program activities and the remaining funds to a different 2021 program activity. HUD systems made a switch from First-In/First-Out (FIFO) to Grants-Based Accounting (GBA) just before the FY16 allocations (officially switched in FY15). Where previously funding and disbursements were automatically made from the oldest grant with available funds, now activities are funded from specific grant years and disbursements will be only from those grant years. Leftover funds from PY16-PY19 (Program Year 16 – Program Year 19) could be a legacy of this switch. The City used GBA as required in IDIS but also dispersed both older funds and program income (PI) for certain activities within those PYs to both shore up older money and be in compliance with the use of program income. **2016 – 2020 Carryover Funding (\$147,684.88) (RE-ALLOCATE) Re-allocate the remaining program funds to the 2021**

Neighborhood Infrastructure Projects activity/allocation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	867,229	0	147,684.88	1,014,913.88	1,014,913.88	Moline's projected use of CDBG funds has been developed to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Admin and Planning Economic Development Housing	1,706,163	0	0	1,706,163	1,706,163	The purpose of the Lead-Based Paint Hazard Reduction (LHR) grant program is to maximize the number of children under the age of six protected from lead poisoning by assisting states, cities, counties/parishes, Native American Tribes or other units of local government in undertaking comprehensive programs to identify and control lead-based paint hazards in eligible privately-owned rental or owner-occupied housing populations.
Other	public - federal	Admin and Planning Economic Development Public Services	688,326	0	0	688,326	688,326	CDBG CARES ACT (COVID-19) Funds to prevent, prepare for and respond to COVID-19.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - state	Acquisition Admin and Planning Economic Development Housing	290,070	0	0	290,070	290,070	The grant seeks to provide the funds necessary for units of local government, or multiple units of local government via an intergovernmental agreement, to create and operate one or more land banks, including funds necessary to ensure a revitalized affordable housing stock is created out of some of the parcels acquired or held by the recipient of LBCP Funds. The SCP grant funds may be used for the acquisition, maintenance, rehabilitation and demolition of abandoned residential property.
Other	public - state	Admin and Planning Economic Development Housing	677,389	0	0	677,389	677,389	These two grant programs will assist income-eligible Illinois homeowners with critical home repairs/roofs.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - state	Economic Development Housing	28,412	0	0	28,412	28,412	This grant may be used for securing, maintaining, demolishing, or rehabilitating abandoned homes. The rehabilitation of an abandon residential property is strictly limited in scope to address exterior building safety concerns such as repairing the roof, windows, doors, masonry, or walkways of an abandoned residential property.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

N/A – The City of Moline does not have HOME or ESG funds listed in the table and thus there are no matching requirements to be satisfied.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

From time to time, the City of Moline may use publicly owned land or property to address the needs identified in the 2020 - 2024 Consolidated Plan, such as development of public facilities (parks, neighborhood facilities, etc) and infrastructure improvements (street and drainage, water/sewer/improvements).

Discussion

The information provided in the Anticipated Resources table was derived through the various questionnaires compiled and sent out annually by the City of Moline. The information gathered pertains to areas that were identified in this plan as a priority need, goal or objective. The City of Moline will continue to seek funding sources to meet unmet needs of CDBG.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide safe, decent affordable housing/rehab	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Safe, Affordable, Housing Stock/Homeownership Promote, Increase, and Maintain Homeownership	CDBG: \$158,457 HUD Single Family Rehab/SFR-R Option: \$677,389	Homeowner Housing Rehabilitated: 30 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Code Enforcement	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Safe, Affordable, Housing Stock/Homeownership Promote, Increase, and Maintain Homeownership	CDBG: \$42,800 IHDA-Abandoned Property Program: \$28,412 IHDA-Land bank: \$40,070 IHDA-Strong Communities Program: \$250,000	Housing Code Enforcement/Foreclosed Property Care: 1800 Household Housing Unit
3	Preserve and Improve Area Neighborhoods	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	Citywide	Safe, Affordable, Housing Stock/Homeownership Public Infrastructure Improvements Public Facilities Promote, Increase, and Maintain Homeownership Economic Development & Job Creation	CDBG: \$294,773	Homeowner Housing Rehabilitated: 20 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 1800 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Emergency Housing Assistance	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Safe, Affordable, Housing Stock/Homeownership Public Infrastructure Improvements Promote, Increase, and Maintain Homeownership	CDBG: \$55,940 HUD CDBG COVID-19: \$186,564	Public service activities for Low/Moderate Income Housing Benefit: 25 Households Assisted Homeowner Housing Rehabilitated: 3 Household Housing Unit
5	Public Service Assistance	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	Citywide	Safe, Affordable, Housing Stock/Homeownership Public Facilities Public Services Economic Development & Job Creation	CDBG: \$25,941 HUD CDBG COVID-19: \$101,094	Public service activities other than Low/Moderate Income Housing Benefit: 1150 Persons Assisted
6	Increase Economic Opportunities	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	Citywide	Safe, Affordable, Housing Stock/Homeownership Public Infrastructure Improvements Public Facilities Public Services Promote, Increase, and Maintain Homeownership	HUD CDBG COVID-19: \$330,000	Jobs created/retained: 22 Jobs Businesses assisted: 22 Businesses Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Administration	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Safe, Affordable, Housing Stock/Homeownership Public Infrastructure Improvements Public Facilities Public Services Promote, Increase, and Maintain Homeownership Economic Development & Job Creation	CDBG: \$139,000 HUD CDBG COVID-19: \$70,668	Other: 3 Other
8	Service Delivery	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Safe, Affordable, Housing Stock/Homeownership Public Infrastructure Improvements Public Facilities Public Services Promote, Increase, and Maintain Homeownership Economic Development & Job Creation	CDBG: \$150,318	Homeowner Housing Rehabilitated: 5 Household Housing Unit Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Provide safe, decent affordable housing/rehab
	Goal Description	<p>The City plans to continue to assist low and moderate income households with rehab items, including the elimination of lead based paint hazards, related to homeownership, and to address homelessness and specific housing needs of persons with special needs (such as seniors and disabled persons) are included within this strategy.</p> <p>The housing needs assessment and the market analysis contained in the consolidated plan have shown the tremendous magnitude of unmet housing needs in the City of Moline, and the gap between market cost and the ability of low and moderate income households to pay for housing.</p> <p>The City has only limited resources with which to address these needs. Only a small fraction of the total needs can be addressed. The City attempts to maximize the impact of these resources by leveraging other funds wherever possible, particularly from private sources and other public sources. To the extent possible, the City also provides local resources to address housing needs.</p>
2	Goal Name	Code Enforcement
	Goal Description	Preserve and improve existing neighborhoods and housing with active code enforcement within LMA areas, activities include but are not limited to blight reduction and demolition.
3	Goal Name	Preserve and Improve Area Neighborhoods
	Goal Description	Preserve and improve existing neighborhoods and housing with active code enforcement within LMA areas, activities include but are not limited to blight reduction and demolition.
4	Goal Name	Emergency Housing Assistance
	Goal Description	Forgivable loans to assist owner occupied homeowners with unexpected repairs and Emergency Rental and Utility assistance as identified in our approved Policies and Procedures.

5	Goal Name	Public Service Assistance
	Goal Description	Provide funding for public service agencies to provide eligible assistance to low/mod individuals/families through human/social services
6	Goal Name	Increase Economic Opportunities
	Goal Description	Improve infrastructure, promote existing & new businesses, job retention/creation.
7	Goal Name	Administration
	Goal Description	CDBG administration funds will be used to support the administrative eligible expenses necessary to carry out CDBG programs.
8	Goal Name	Service Delivery
	Goal Description	Support the housing staff and pay expenses to the administration of the housing rehabilitation program and/or other programs funded by CDBG.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Moline, in collaboration with local organizations, will have **\$4,405,273.88** available during FY 2021 to support activities to address the priorities in the 2020 - 2024 Consolidated Plan/2021 Annual Action Plan. \$688,326 of the available funds are CDBG-CV funds to prepare for, prevent and respond to COVID-19. The COM received \$478,057 for COVID-19 round 1 (CV-1) and \$268,780 for round 3 (CV-3). The COM has spent \$58,511 of the total funding on eligible CDBG/CV activities. These resources, coupled with strategic and collaborative partnerships, will foster strong and healthy neighborhoods and assist with economic opportunities. Eligible activities are required to meet at least one of the three CDBG program National Objectives, which are: 1) to assist low- and moderate-income persons, 2) aid in the prevention or elimination of slum or blight, and 3) meet urgent community needs. The City of Moline will extend its allocation of Program Year 2021 CDBG funding for the following CDBG eligible activities: Infrastructure, Code Compliance, Public Service Activities, Housing Projects, and Planning and Administration.

Projects

#	Project Name
1	Moline CDC
2	Salvation Army
3	Habitat for Humanity
4	Youth Service Bureau
5	William Butterworth Foundation
6	Administration
7	Code Compliance
8	CHS Service Delivery
9	Other Program Support
10	Neighborhood Infrastructure Projects (NIP)
11	Moline Parks & Recreation Department - Summer Program
12	Moline Parks & Recreation Department - Parks Program Scholarships
13	CDBG Down Payment/Closing Cost Assistance Program

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The primary objective of the City’s federal and state programs is to develop viable urban communities by providing decent, safe, and sanitary and affordable housing, and expanding economic opportunities for persons of very low and low incomes. The mission of meeting and addressing these community, social and economic development needs of low-income persons and their communities is of importance to the City. Unfortunately, there are barriers and challenges that hinder the development and implementation of important programs intended to serve those most in need.

The World-Wide COVID-19 Pandemic has impacted the underserved in profusely many ways, including but not limited to job loss/unemployment, reduction of hours, affordable/suitable affordable housing opportunities, increased homelessness, personal health, mental well-being, and reduced economic opportunities.

The City’s obstacles for federally, state, local and privately funded activities include language and culture, location and geography, diversity, affordable housing development, limited financial resources, and program restrictions and regulations. Currently the primary obstacle to meeting all the identified needs, including those identified as priorities is the general lack of funding resources available to public and private agencies that serve the needs of low- and moderate-income residents. The amount of resources available to address social, community, and economic development goals pale in comparison to the recognized needs. To address this obstacle, the City of Moline strongly encourages sub-recipients to seek other resources, build new partnerships and collaborations, and to leverage additional funding whenever possible from local, State, Federal, and private sources. The City urges federal and state funded programs and services to be flexible, while at the same time to be as efficient and effective as possible to achieve expected performance outcomes.

AP-38 Project Summary
Project Summary Information

1	Project Name	Moline CDC
	Target Area	Citywide
	Goals Supported	Preserve and Improve Area Neighborhoods Increase Economic Opportunities
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$15,940
	Description	Funds will be utilized to assist infrastructure projects within eligible census tracts
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	100 individuals will benefit from this proposed activity.
	Location Description	TBD
	Planned Activities	Public Infrastructure Improvements
2	Project Name	Salvation Army
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing/rehab Preserve and Improve Area Neighborhoods Emergency Housing Assistance Public Service Assistance
	Needs Addressed	Safe, Affordable, Housing Stock/Homeownership Public Services
	Funding	CDBG: \$40,940
	Description	Funds will help provide rent and utility assistance to low-to-moderate income individuals/families in accordance with the HUD regulations.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	25-50 individuals/families will benefit from this activity.
	Location Description	TBD

	Planned Activities	Emergency repairs and rent/utility assistance for income qualified individuals/families.
3	Project Name	Habitat for Humanity
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing/rehab Code Enforcement Preserve and Improve Area Neighborhoods Increase Economic Opportunities Administration
	Needs Addressed	Safe, Affordable, Housing Stock/Homeownership Public Facilities Public Services Promote, Increase, and Maintain Homeownership
	Funding	CDBG: \$30,939
	Description	Home repairs and ramp assistance for seniors. CDBG funds will be applied to the cost of making repairs and/or accessibility modifications to the home of income qualified senior homeowners living in the City of Moline. Removing trip hazards, adding handrails, toilet replacement, walk in showers, grab bars in bathrooms, safety lighting, and ramps are a few examples of the types of repairs to be completed.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	5 income qualified households will benefit from this proposed activity.
	Location Description	TBD
	Planned Activities	Rehab assistance for income qualified seniors.
4	Project Name	Youth Service Bureau
	Target Area	Citywide
	Goals Supported	Public Service Assistance
	Needs Addressed	Public Services
	Funding	CDBG: \$25,941

	Description	CDBG will provide funds to assist with a portion of rent payment for the facility that would be used to provide counseling to youth 18 years old and under in our community. The counseling provided will focus on delinquency prevention services, social services, and mental services.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	40 individuals/families will benefit from this proposed activity.
	Location Description	TBD
	Planned Activities	Provide CDBG funds to assist with a portion of rent payment.
5	Project Name	William Butterworth Foundation
	Target Area	Citywide
	Goals Supported	Preserve and Improve Area Neighborhoods Public Service Assistance
	Needs Addressed	Public Infrastructure Improvements Economic Development & Job Creation
	Funding	CDBG: \$15,939
	Description	CDBG funds will be used to pay for structural engineering assessment for replacement/repair of the perimeter retaining wall to improve safety in the neighborhood and for the safety of the community.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	1,000 will benefit from this proposed activity.
	Location Description	TBD
	Planned Activities	Assistance with professional services - structural engineering assessment for replacement/repair of the perimeter retaining wall to improve safety in the neighborhood and for the safety of the community.
6	Project Name	Administration
	Target Area	Citywide

	Goals Supported	Provide safe, decent affordable housing/rehab Code Enforcement Preserve and Improve Area Neighborhoods Emergency Housing Assistance Public Service Assistance Increase Economic Opportunities Administration Service Delivery
	Needs Addressed	Safe, Affordable, Housing Stock/Homeownership Public Infrastructure Improvements Public Facilities Public Services Promote, Increase, and Maintain Homeownership Economic Development & Job Creation
	Funding	CDBG: \$37,248
	Description	The recommended allocation will help provide funding for at least one FTE of the Community & Economic Development Department employee. The recommended allocation will also reimburse the City for any administrative expenses required to maintain a continuing capacity for planning, managing, monitoring, and evaluating the CDBG Program pursuant to Federal statutes and regulations, thereby ensuring compliance with said program requirements.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	3 PTE and 75 individuals families will benefit from this activity.
	Location Description	TBD
	Planned Activities	Administration support for CDBG Program Projects/Activities.
7	Project Name	Code Compliance
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing/rehab Code Enforcement
	Needs Addressed	Safe, Affordable, Housing Stock/Homeownership Promote, Increase, and Maintain Homeownership Economic Development & Job Creation

	Funding	CDBG: \$42,800
	Description	Funding for administrative salaries of the Neighborhood Improvement Officer (NIO) for code enforcement purposes. Funding excludes expenses of physical mitigation or corrective actions for abatement, demolition or nuisances.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	1,800 plus individuals will benefit from this proposed activity.
	Location Description	Income eligible census tracts.
	Planned Activities	Code enforcement activities in income eligible neighborhoods.
8	Project Name	CHS Service Delivery
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing/rehab Preserve and Improve Area Neighborhoods Emergency Housing Assistance Service Delivery
	Needs Addressed	Safe, Affordable, Housing Stock/Homeownership Promote, Increase, and Maintain Homeownership
	Funding	CDBG: \$100,850
	Description	Customer assistance with Community Housing Services (CHS) that requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification, project progress, payout, etc. as well as equipment and supplies utilized, all of which are identified as program soft costs.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	25-50 income qualified individuals/families will benefit from this proposed activity.
	Location Description	TBD

	Planned Activities	Customer assistance with Community Housing Services (CHS) that requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification, project progress, payout, etc. as well as equipment and supplies utilized, all of which are identified as program soft costs.
9	Project Name	Other Program Support
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing/rehab Code Enforcement Preserve and Improve Area Neighborhoods Emergency Housing Assistance Public Service Assistance Increase Economic Opportunities
	Needs Addressed	Safe, Affordable, Housing Stock/Homeownership Public Infrastructure Improvements Public Facilities Public Services Promote, Increase, and Maintain Homeownership Economic Development & Job Creation
	Funding	CDBG: \$49,468
	Description	Support the housing staff and pay expenses (for) to the administration of other non HOME and CDBG programs.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	12 income qualified individuals/households will benefit from this proposed activity.
	Location Description	TBD
	Planned Activities	Support the housing staff and pay expenses (for) to the administration of other non HOME and CDBG programs.
10	Project Name	Neighborhood Infrastructure Projects (NIP)
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing/rehab Increase Economic Opportunities

	Needs Addressed	Public Infrastructure Improvements Public Facilities Economic Development & Job Creation
	Funding	CDBG: \$564,848
	Description	Installation or extension of the useful life of the streets, street drains, storm drains, curbs, and gutters, tunnels, bridges, traffic lights/signs, landscaping, street lighting, and/or street signs that are part of a more extensive street improvements to sidewalks; installation or replacement of water lines, sanitary sewers, storm sewers and fire hydrants.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	1.000 individual/families will benefit from this proposed activity
	Location Description	TBD
	Planned Activities	Infrastructure Projects
11	Project Name	Moline Parks & Recreation Department - Summer Program
	Target Area	Citywide
	Goals Supported	Public Service Assistance
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	Funds will assist the Parks & Recreation Department to provide a 4-week free Summer Camp Program for kids that will provide hands on educational opportunities at various City departments.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Roughly 25 - 75 youth (6-12 years old) will benefit from this program.
	Location Description	City of Moline Riverside Park

	Planned Activities	Funds would assist income qualified families with the cost of summer camp where youth would be educated on many city services and partake in recreational opportunities. The age of summer camp would be 6-12 years old.
12	Project Name	Moline Parks & Recreation Department - Parks Program Scholarships
	Target Area	Citywide
	Goals Supported	Public Service Assistance
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000
	Description	Funds will assist the Parks & Recreation Department to provide scholarships for youth to participate in a sport or program offered by the Parks & Recreation Department.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Eoughly200-225 scholarships will be available. -
	Location Description	City of Moline Parks and Recreation sites.
Planned Activities	The City of Moline Parks and Recreation Department is requesting \$10,000 to offer scholarships for youth to participate in a sport or program that the Parks and Recreation Department	
13	Project Name	CDBG Down Payment/Closing Cost Assistance Program
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing/rehab Preserve and Improve Area Neighborhoods Increase Economic Opportunities
	Needs Addressed	Safe, Affordable, Housing Stock/Homeownership Promote, Increase, and Maintain Homeownership Economic Development & Job Creation
	Funding	CDBG: \$60,000
	Description	Assistance to home buyers with down payments, closing costs and homebuyer counseling for low to moderate income individuals or families.

Target Date	6/30/2022
Estimate the number and type of families that will benefit from the proposed activities	19 individuals/families will benefit from this activity.
Location Description	TBD
Planned Activities	Down payment and closing assistance for income qualified individual/families.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Moline's CDBG entitlement dollars will not be used in anyone geographical area. These entitlement dollars will be used a city-wide based in which the LMC (Low/mod limited clientele benefit: activities that benefit a limited clientele, at least 51% of which are low/mod income) and LMA - Low/mod area benefit: the service area identified for activities is primarily low/mod income LMA meet HUD eligibility requirements.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	93

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Funds for the 2021 Annual Action Plan will be directed city -wide as needed for low/mod-income beneficiaries eligible for CDBG activities. Neighborhood Infrastructure Projects (NIP) will be provided in areas that meet the LMA criteria. Sub recipient activities will be based on LMC.

Discussion

The City's priorities for CDBG funding will be directed to LMA and LMI (households).

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section of the Consolidated Plan specifies goals for the number homeless, non-homeless, and special needs households to be provided affordable housing within the program year. The number of housing units in listed below are specific to programs funded through CDBG as this is the City’s only source of entitlement funding and Moline is not part of a consortia for entitlement funding purposes. That being said, the “Discussion” section below identifies additional affordable housing units the City expects to work during the 2020 program year that are from non-CDBG funding sources. The term affordable housing as used in this section is as defined in CFR 92.252 for rental housing and CFR 92.254 for home ownership.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	30
Special-Needs	3
Total	33

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	40
The Production of New Units	0
Rehab of Existing Units	30
Acquisition of Existing Units	0
Total	70

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

In addition to the units listed in the above tables that will be performed using CDBG funds, the City also expects to build, rehabilitate, or make available for low income families an additional 30 to 60 housing

units through the following programs:

- Trust Fund Single Family Rehabilitation(SFR), Round 2 with Roof Option (SFR-R)
- Strong Communities Program
- Abandoned Properties Program, Round 4
- Trust Fund Single Family Rehab(SFR), Round 3
- Land Bank Capacity Grant
- Lead Based-Paint Hazard Reduction Program/Healthy Homes Program (HUD)
- NSP2 – HUD

AP-60 Public Housing – 91.220(h)

Introduction

The Moline Housing Authority operates 486 units of public housing and administers the Section 8 Housing Choice Voucher program within Moline. The Housing Choice Voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

The Moline Housing Authority inspects Section 8 properties prior to a move-in (and on a routine or as needed schedule thereafter) to ensure that these units comply with HUD standards for health, safety, size and accessibility. The City of Moline works with the Moline Housing Authority to address the housing needs of the community.

Actions planned during the next year to address the needs to public housing

The goal of the Moline Housing Authority is to provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level. To operate a socially and financially sound public housing agency that provides decent, safe and sanitary housing within a drug free, suitable living environment for tenants and their families. To avoid concentration of economically and socially deprived families in all Moline Housing Authority/Section 8 units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The goal of the Moline Housing Authority is to provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level. To operate a socially and financially sound public housing agency that provides decent, safe and sanitary housing within a drug free, suitable living environment for tenants and their families. To avoid concentration of economically and socially deprived families in all Moline Housing Authority/Section 8 units.

The Moline Housing Authority continues to offer low income families affordable housing. It works closely with Moline police department to keep the neighborhoods drug free and to avoid crime in the area. The Authority tries to attract a variety of families of various socio-economic backgrounds to all of its public

housing units.

One major priority is to assist public housing residents in their efforts to become financially self-sufficient and less dependent upon direct government housing assistance. The City of Moline's Trust Fund Homebuyers with Rehabilitation program enables public housing residents, including low- and moderate-income persons, persons with disabilities, the elderly, and minorities to transition to the American dream of homeownership. This program offers funding for down payment/closing cost (up to \$5,000), rehabilitation and energy star household appliances (up to \$20,000). Brochures, housing seminars, website promotions and word of mouth assist with marketing the opportunity.

Potential homebuyers are required to complete a Homebuyer class. These individuals/families are prepared to buy a home through classroom and real-world living experiences. HIP assesses each family's needs, develops a plan for strengthening identified weaknesses, and assists each family with implementing its personal plan. Individuals/families are taught to take an active role in the care and maintenance of their unit, paying all utilities, budgeting their income to handle routine as well as unexpected expenses. Participants receive counseling and training in aspects of household financial management and self-sufficiency.

The City of Moline will continue to work closely with the Moline Housing Authority to address housing needs of our community and assist with renters moving to homeownership. By educating individuals/families on potential homeownership opportunities/responsibilities, the community will see less abandoned/vacant homes and free up additional units to assist is housing needs

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A - line Housing Authority is not designated as troubled.

Discussion

The City does not manage the Moline Housing Authority. The Moline Housing Authority is an assisted housing organization. They operate in accordance with policies established by a five-member Board of Commissioners and regulations & statutes administered by the U.S. Department of Housing & Urban Development (HUD). The members are appointed by the Mayor of Moline and serve five year terms.

The Moline Housing Authority has a multitude of strategic goals ranging from Long-Term Financial Viability to Community Relation/Public Image. With their dedication to provide and facilitate the availability of decent, quality and affordable housing throughout Moline, there is no doubt that the needs listed

throughout this plan can and will be addressed in various manners.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section outlines the City’s one-year goals and actions to address localized homelessness and special needs populations.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Moline’s strategy to address homelessness begins with outreach to homeless persons and those at risk of homelessness and referrals to housing and services. Outreach and information and referral services are often the first point of contact between service providers and homeless people in need of services. Outreach is critical, especially for people who are too ill or confused to seek out and access services by themselves. In addition, some homeless people distrust institutions or have had negative experiences with service providers in the past. For this group it is often necessary to rebuild trust through contact in the field before they are willing to engage in needed services. Outreach also benefits those people who simply are not aware that services are available to help them.

The City’s goals to end Homelessness include:

- Support the Northwestern Illinois Continuum of Care whose goals are as follows: Support emergency shelters Support transitional housing Support permanent housing Strengthen the Continuum of Care through expanded partnerships
- Provide public service funding to the Salvation Army of the Quad Cities
- Continue to fund Moline’s Community Housing Services Program to help prevent homeowners in danger of becoming homeless from losing their home due to unforeseen repairs

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Moline supports the efforts of the Northwestern Illinois Continuum of Care to provide emergency, transitional, and supportive services to homeless persons. Additionally, the City of Moline has supported and plans to continue to support the Salvation Army and their emergency homeless services as well as services provided to persons and households threatened with homelessness. The City will also continue to maintain a current list of all shelter locations for referral purposes, and utilizing the Northwestern Illinois Continuum of Care agencies as well as other relevant service providers should provide a sound resource base to draw upon and provide for a productive strategy in terms of connecting

homeless persons and families with available shelter options. The City has also supported the Quad Cities Salvation Army's efforts to provide emergency and transitional housing through CDBG funding and referral services. It is the City's intention to continue supporting the Salvation Army's efforts as opportunities arise.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As noted in the Homeless Needs Assessment section, Rock Island County has a relatively limited chronic homeless population. However, the Northwestern Illinois Continuum of Care has acknowledged that many households are financially stressed or at risk of becoming homeless. As such, the City of Moline supports and participates in economic development efforts with a goal of job creation to reduce the risk of becoming homeless due to lack or loss of employment.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

While the majority of the City's CDBG funds are programmed to help maintain an affordable, safe, and decent housing stock for low-income households, the Quad Cities community is fortunate to have a robust network of social service providers as described in the Homeless and Non-Homeless Special Needs Assessment sections. While a relatively minimal percent of the overall pool of CDBG funds are available to be programmed for public services related to addressing persons and families likely to become homeless after being discharged from a publicly funded institution or system of care, the City has and continues to support agencies that provide services to the homeless and those threatened with homelessness. That being said, the Northwestern Illinois Continuum of Care has noted that they are seeing an increase in requests for rental assistance from persons and households potentially threatened with homelessness beyond the level of currently available resources. It is the City's understanding that this is something that the Continuum of Care is currently seeking funding opportunities to help address

the situation.

Discussion

No further information to discuss regarding homeless and other special needs activities.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The Cities of Moline and Rock Island, Illinois and Davenport, Iowa cooperatively developed an Analysis of Impediments to Fair Housing Choice (AI) document in 2019. The effort was facilitated by the Mosaic Community Planning. This Analysis serves as the basis for Moline’s fair housing planning and assists in building public support for fair housing activities.

Actions planned by the City to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, environmental problems, fees, growth limitations, cost of land, and policies affecting the return on residential investment have been identified within AI to the extent they were identified as barriers or impediments.

The following impediments were identified in the 2019 AI:

- Need to identify affirmatively furthering fair housing choice as a project requirement and evaluation consideration in the CDBG sub recipient application packet
- Inadequate representation of the protected classes on appointed local boards and commissions dealing with housing-related issues
- Lack of housing and land use strategies in local plans to further fair housing choice
- Minimal amount of land zoned and available for multi-family housing
- Restrictive zoning definitions of “family”
- Overly restrictive regulations for group homes for persons with disabilities

The Analysis of Impediments to Fair Housing recommended that the City continue its strategy of balancing housing investments between revitalizing older areas and developing new affordable housing where it has not been traditionally available.

The City remains committed to preserve and maintain the existing stock of affordable housing as well as to increase the number of new affordable housing units. The City has regularly sought additional grant funds to expand its capacity to provide affordable housing activities and will continue to seek and support funding that will accomplish this goal. In addition to the above public-sector impediments being identified within the AI, the document also contains an Action Plan with goals and strategies to eliminate said impediments, which the City has been and continues to pursue.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the

return on residential investment

Permit Processing

The City has taken significant steps to improve its permitting processes in the last several years. The City will continue to analyze those processes and seek to improve upon them. The City will also continue to actively solicit suggestions for improvement and enhanced performance from Moline residents and local developers. Moline has recently committed to create a more streamlined permit process.

Local Development and Real Estate Fees

The City will also continue to examine development fees and will work to reduce those fees where possible. Toward that end, the City will support efforts to allow waivers of local utility hook-up fees for non-profit sponsored affordable housing developments, and will examine the feasibility of reducing or waiving City fees for non-profit sponsored affordable housing developments.

Local Zoning

The Zoning Code update should result in more certainty in the development process. In addition, and as part of the rezoning effort, the City will analyze mechanisms to encourage higher density residential or mixed-use development in some major transportation corridors. It should be noted, however, that the process has not addressed all of the City's zoning barriers; re-zoning the City on a neighborhood-by-neighborhood basis in order to update the Code could, for example, result in an overall reduction in housing density allowed within the City. The new zones will provide mixed-use development, and allow residential development in all areas except industrial zones. The enhanced zoning code will also address the issue of existing incompatible land uses, such as housing in proximity to industrial uses.

Streamlining Governmental Regulatory Requirements

The City will work with State and Federal agencies and local housing organizations to better coordinate State, Federal, and local programs and regulatory requirements. The City has a long history of attempting to streamline and improve the compatibility and effectiveness of different State and Federal programs.

Neighborhood Opposition

The City will continue to work with community groups and local housing associations to gain acceptance at the neighborhood level about affordable housing.

Court Orders and HUD Sanctions

There are no court orders or consent decrees currently in effect, which will affect the City's housing strategy, targeting of resources, or program implementation. The City is attempting to work closely with

HUD in the administration of federally funded housing programs to ensure that all HUD and other regulations are satisfactorily met and will continue to do so throughout the time period by this Consolidated Plan.

Discussion:

In addition to the preceding goals and actions, the City will seek to advance the following Fair Housing goals and actions for the purpose of removing barriers to affordable housing: Increase the supply of affordable housing; Increase consideration of fair housing actions when making CDBG funding decisions; Increase the number of members of protected classes on boards and commissions; Increase the supply of accessible affordable housing; Increase considering of fair housing actions when creating development plans and policies; Evaluate existing development-related codes and policies for opportunities to expand fair housing choice.

AP-85 Other Actions – 91.220(k)

Introduction:

This section allows the City to describe the planned actions to carry out the following strategies:

- Foster and maintain affordable housing;
- Evaluate and reduce lead-based paint hazards;
- Reduce the number of poverty-level families;
- Develop institutional structure; and
- Enhance coordination.

Actions planned to address obstacles to meeting underserved needs

Moline anticipates furthering the needs of the underserved through our Public Assistance/Services Category. Non-profit entities may apply for funds up to 15% of the City's annual entitlement allocation for eligible activities assisting low-moderate income households. Eligible Public Assistance/Services shall be in accordance with the Section 105(a) of the Community Development Act include, but not limited to:

Employment services (e.g. job training); Crime prevention and public safety; Child care; Health Services; Substance abuse services (e.g. counseling and treatment); Fair housing counseling; Education programs; Services for senior citizens; and Services for homeless persons.

Actions planned to foster and maintain affordable housing

The CDBG funds allocated for 2020, coupled with funding from additional federal, state, and local programs, will help the city to address priorities to increase homeownership and maintain quality affordable housing. In addition, the CDBG funded programs include homeowner assistance in areas of code deficiencies, energy efficiency upgrades, accessibility and emergency repairs. This program aids in maintaining affordability and sustainability by keeping the homeowners within their homes by correcting code deficiencies; increasing energy efficiency which potentially lower utility bills; completing ADA accessibility retro-fits; and/or repairing emergency health and safety issues such as replacing the wastewater connection.

CDBG will assist LMI homebuyers with purchasing (down payment and closing cost assistance) and

rehabbing residential houses within the City limits. HUD lead funds will be used to address lead based hazards (when qualified). By providing assistance with down payments or closing cost will aid in providing decent housing that is affordable.

The City of Moline is a member within the Northwestern Illinois Housing Coalition. The Northwestern Illinois Housing Coalition is an initiative of Rock Island Economic Growth Corporation (GROWTH) in collaboration with the following entities/organizations: the City of Rock Island, the City of Moline, the City of East Moline, City of Sterling, the City of Fulton, City of Morrison, Arc of the Quad Cities and Project NOW. Resources have an emphasis on the City of Rock Island, Village of Milan, City of Moline, City of East Moline, Village of Andalusia in Rock Island County and City of Sterling, City of Morrison and City of Fulton in Whiteside County. The Coalition offers the following services, which will assist in affordable housing, maintenance and ownership.

- Rehab for existing homeowners
- Homebuyer programs
- Education classes
- Free foreclosure prevention services

Actions planned to reduce lead-based paint hazards

The City of Moline, (lead entity) along with the (Illinois) Cities of Rock Island, East Moline, Silvis; the Rock Island County Health Department and Project Now collaborated on a 2018 HUD Lead Based Paint grant application. This Illinois Quad Cities Healthy Homes Coalition was awarded a \$2,400,000 Lead-Based Paint Hazard Reduction Grant (\$2,240,000-Lead Based Paint Hazard Reduction and \$160,000-Healthy Homes Supplemental). Additionally, the CDBG program staff in the Quad Cities (Moline, through this new grant, the IQCHHC will address lead based paint hazards in at least 152 units. The IQCHHC will continue to educate the community and its clients about the hazards of lead based paint poisoning through health fairs, seminars, daycare/schools and program participation. The City will continue to act upon inquiries about lead-based paint hazards in residential homes. Through the CHS and LHC Programs, the City will continue to encapsulate and/or abate homes of lead-based painting if deemed necessary.

A lead inspection and risk assessment will be conducted in accordance with HUD, EPA and State of Illinois requirements, resulting in lead paint testing and analysis, a written risk assessment report and work write up specifications for lead hazard controls utilizing interim controls and safe work practices. All contractors, staff and sub-contractors will be monitored to ensure they have met all the required encapsulation and abatement lead certifications, licensing and insurance. All contractors must be licensed and certified to conduct lead based paint hazard activated and provide a licensed supervisor to be on site during hazard control activities. A pool of qualified lead contractors, supervisors and workers will be developed. Competitive bids will be solicited from the contractor pool. Clearance dust testing will

be conducted according to the EPA work practice standards rule at 40CFR 745.227 and HUD Guidelines. Post hazard control dust-wipe clearance thresholds contained in the EPA rule will be used as a standard. Illinois Department of Public Health standards will be used (10ug/ft² for floors, 100 ug/ft² for all other horizontal surfaces). The Lead Poisoning Prevention Code for soil will remain at the more protective standard of 400 1ppm on high contact areas and 1,200 ppm for other accessible areas. Dust wipe, soil, and paint samples will be collected by a certified person. The lab used for analysis is approved by EPA National Lead Laboratory Accreditation Program for lead testing and clearance analysis. Clearance will be achieved before re-occupancy is allowed.

Actions planned to reduce the number of poverty-level families

Within the City of Moline, the Planning and Development Office (Community Development Division) is primarily responsible for coordinating the City's efforts to reduce poverty. The Planning Department administers the City's Community Development Block Grant and State Grant programs and works in partnership with citizens, the public and private sector, and other city departments to:

- develop housing opportunities, particularly affordable housing;
- maintain and improve the vitality of downtown;
- foster job growth and employment opportunities;
- encourage a thriving small business sector;
- support the delivery of human services;
- strengthen the quality of life in Moline's neighborhoods; and

increase civic engagement and citizen participation.

Actions planned to develop institutional structure

Affordable housing production and services within the City of Moline are driven primarily by the actions and interactions of three groups of actors: government agencies; non-profit and for-profit organizations (especially developers and social service providers); and private lenders, corporations and landlords. The federal, state, and local government agencies provide a significant portion of funding and support for affordable housing and guide affordable housing and community development activities through their policies, program guidelines, and, in the case of the Housing Authority, the direct provision of housing units and services. These government entities often act as principal funders of the housing services provided by the non-profit and for-profit organizations. The non-profit and for-profit developers and service providers, in turn, develop affordable housing projects, offer supportive services, and influence the type of affordable housing projects built, the services offered, and the specific location of the housing

services. Private lenders also play an important institutional role within the delivery system by providing additional financing and by providing a conduit for the delivery of housing services such as subsidized first-time homebuyer loans to low and moderate income households.

Actions planned to enhance coordination between public and private housing and social service agencies

In addition to working with individual agencies, nonprofits, and for-profits, there are many committees and/or associations for the coordination of programs and solutions to problems. These groups cover the continuum of issues, facilities, services, and organizations in Moline and Rock Island County. The City works continuously to improve channels of communication and improve the housing, economic, and neighborhood development environment. In an effort to enhance coordination, the City has a Neighborhood Partnership Committee composed of various City staff who work closely with the residents, neighborhood organizations, private citizens to coordinate implementing our City goals.

Discussion:

Lead poisoning is a leading environmental illness of children and is caused by lead-based paint in older homes. Although lead in paint was banned in 1978, it still is present and a hazard in our homes and soil. Eighty percent of our current housing stock was built prior to 1978 and is located along the Mississippi River. The most common exposure to lead for children is through the ingestion of paint chips and contaminated dust from deteriorated or disturbed lead based paint in homes built before 1978.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Moline planned actions to meet future goals are referenced throughout the 2020 - 2024 Consolidated Plan.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

All proposed 2021 CDBG activities will benefit either a LMA or a LMC.

Attachments

Citizen Participation Comments

Citizens Advisory Council on Urban Policy

Moline, Illinois

Program Year 2021 CDBG - Estimated

Updated 4/19/2022

	2021 - Estimated 12/31/2020	2021 - Actual	2021 - Revised Actual Per HUD Letter 5/13/2021	Amendment #1
CACUP	\$75,000.00			
HOUSING	\$5,333.33	\$13,421.00	\$15,340.00	\$15,940.00
SNOW REMOVAL	\$30,750.00	\$38,421.00	\$40,940.00	\$40,910.00
HAZARDOUS WASTE	\$20,000.00	\$28,471.00	\$30,339.00	\$30,339.00
STREET LIGHTS	\$15,000.00	\$23,422.00	\$25,841.00	\$25,941.00
WATERMAIN REPLACEMENT	\$5,000.00	\$13,421.00	\$15,939.00	\$15,939.00
WATER MAIN REPAIRS/REPLACEMENT				\$10,000.00
WATER MAIN REPAIRS/REPLACEMENT - WATER PROGRAM				\$20,000.00
ADMINISTRATION	\$24,000.00	\$34,000.00	\$34,000.00	\$37,248.00
Code Compliance	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00
CHS Services Delivery	\$100,850.00	\$100,850.00	\$100,850.00	\$100,850.00
Other Program Support	\$19,168.00	\$49,168.00	\$49,168.00	\$49,168.00
Neighborhood Improvement Project (NIP)	\$135,412.00	\$135,412.00	\$135,412.00	\$564,848.88
Structural Neighborhood Improvement Program (SNIP)	\$35,000.00	\$35,000.00	\$35,000.00	\$
Program Planning Activities (PA)	\$5,000.00	\$5,000.00	\$5,000.00	\$
Homeowner Assistance Program	\$95,000.00	\$95,000.00	\$95,000.00	\$60,000.00
Community Housing Services (CHS) Program	\$125,000.00	\$125,000.00	\$125,000.00	\$
Critical Assistance Program (CAP)	\$15,000.00	\$15,000.00	\$15,000.00	\$
	\$172,540.00	\$54,636.00	\$67,229.00	\$1,014,913.88

2021 Actual Allocation - \$854,136
 2021 Revised Actual Allocation - \$867,229 per HUD letter dated 5/13/2021
 -9/23/2020 CACUP Meeting: Board approved the 2021 4-year parcel census budget with any additional funding spread equally among the subrecipient groups
 Amendment #1
 Add \$30,000 for Moline Parks & Rec Programs from 2022
 Reduce 2021 Admin by \$66,752
 Reduce 2022 SNIP by \$35,000
 Reduce 2022 Program Planning Activities (PA) by \$5,000
 Reduce 2021 Homeowner Assistance by \$35,000
 Reduce 2021 Community Housing Services (CHS) by \$125,000
 Reduce 2021 Critical Assistance Program (CAP) by \$15,000
 Move \$4,248 balance in 2020 Boys & Girls Club
 Move \$5,000 2020 Program Planning Activities (PA)
 \$138,435.88 Carryover funds from 2016-2019

PUBLIC NOTICE

The City of Moline announces a proposed substantial amendment to the City's Program Year 2021 Annual Action Plan (AAP). This proposed amendment is the first amendment to the 2021 AAP. The purpose of this notice is to make the public aware of the proposed amendments and allow for public review and comments. The City of Moline uses eight (8) criteria that constitute a substantial amendment to the Consolidated Annual Action Plan or Annual Action Plan. The proposed amendments include carrying forward prior year unused funds and re-allocation of these funds to a 2021 AAP program activity, re-allocation of two 2020 AAP activities to a 2021 AAP program activity, and re-allocation of 2021 program activity funds to two new program activities and the remaining funds to a different 2021 program activity. HUD systems made a switch from First-In/First-Out (FIFO) to Grants-Based Accounting (GBA) just before the FY16 allocations (officially switched in FY15). Where previously funding and disbursements were automatically made from the oldest grant with available funds, now activities are funded from specific grant years and disbursements will be only from those grant years. Leftover funds from PY16-PY19 (Program Year 16 – Program Year 19) could be a legacy of this switch. The City used GBA as required in IDIS but also dispersed both older funds and program income (PI) for certain activities within those PYs to both shore up older money and be in compliance with the use of program income.

The City of Moline intends to amend the 2021 AAP as follows:

2016 – 2019 Carryover Funding (\$138,436.88) (RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activities/allocations.

2020 Boys & Girls Club (\$4,248) (RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

2020 Program Planning Activities (AI) (\$5,000) (ELIMINATE & RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Administration (\$96,752) (REDUCE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Structural Neighborhood Abatement Program (SNAP) (\$35,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Program Planning Activities (AI) (\$5,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Homebuyer Assistance Program (\$35,000) (REDUCE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Community Housing Services (CHS) Program (\$125,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to two new activities (\$18,000) Moline Parks & Recreation – Summer Program. (\$12,000) Moline Parks & Recreation – Pool Passes. Re-allocate the remaining program activity funds (\$95,000) to the 2021 Neighborhood Infrastructure Projects activity.

2021 Critical Assistance Program (CAP) (\$15,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Neighborhood Infrastructure Projects (NIP) (\$429,436.88) (ADDITIONAL FUNDING) CDBG funds will provide for the installation or extension of the useful life of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, traffic lights/signs, landscaping, street lighting, and/or street signs that are part of a more extensive street improvements; improvements to sidewalks; Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants.

2021 Moline Parks & Recreation – Summer Program (\$18,000) (New Funding) CDBG funds will provide for a 4-week free Summer Camp Program for kids that will provide hands on educational opportunities at the Police Department, Fire Department, Library, and Water Department.

2021 Moline Parks & Recreation – Pool Passes (\$12,000) (New Funding) CDBG funds will provide one plunge pass to each low-to-moderate income family once they qualify.

The City of Moline will hold two public hearings, Friday, April 29, 2022, 8:00 am – 8:30 am and Wednesday, May 18, 2022, 4:00 pm – 4:30 pm. at the Moline City Hall, Committee-of-the Whole (2nd Floor), 619 16th Street, Moline, Illinois, 61265. The purpose of the hearing is to obtain comments from citizens, groups, agencies and other interested parties to discuss the proposed amendments to the 2021 Annual Action Plan. The public is invited to attend the hearings and/or submit comments regarding the 2021 Annual Action Plan. This notice will also serve to acknowledge the public comment period, which will take place April 23, 2022 – May 23, 2022. Citizens are encouraged to examine and comment on the proposed amendments during regular business hours Monday through Friday, from 8:00 a.m. – 4:30 p.m. Documents will be available in the Community & Economic Development Department located at Moline City Hall, 619 16th Street, Moline, Illinois and on our website, www.moline.il.us. All comments must be received by May 23, 2022 in the Community & Economic Development Department. Written comments may be sent to the Community Development Division at the above City Hall address or e-mailed to kwhitley@moline.il.us.

K. J. WHITLEY
COMMUNITY DEVELOPMENT MANAGER
CITY OF MOLINE
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
619 16 STREET
MOLINE, IL 61265

Please publish once, Friday, April 22, 2022. Please send three proofs and the bill to the name above.

AVISO PÚBLICO

La Ciudad de Moline anuncia una enmienda sustancial propuesta al Plan de Acción Anual (AAP) del año 2021 del Programa de la Ciudad. Esta enmienda propuesta es la primera enmienda al AAP 2021. El objetivo de este aviso es para informar al público sobre las enmiendas propuestas y permitir la revisión y comentarios del público. La Ciudad de Moline utiliza ocho (8) criterios que constituyen una enmienda sustancial al Plan de Acción Anual Consolidado o al Plan de Acción Anual. Las enmiendas propuestas incluyen el traspaso de fondos no utilizados del año anterior y la reasignación de estos fondos a una actividad del programa AAP de 2021, la reasignación de dos actividades del AAP del 2020 a una actividad del programa AAP de 2021 y la reasignación de fondos de actividades del programa del 2021 a dos nuevas actividades del programa y los fondos restantes a una actividad del programa 2021 diferente. Los sistemas de HUD cambiaron de Primero-en-Entrar/Primero-en-Salir (FIFO) a Contabilidad basada en subvenciones (GBA) justo antes de las asignaciones del año fiscal 2016 (cambiado oficialmente en el año fiscal 2015). Mientras que anteriormente la financiación y los desembolsos se hacían automáticamente a partir de la subvención más antigua con fondos disponibles, ahora las actividades se financian a partir de años de subvención específicos y los desembolsos se realizarán únicamente a partir de esos años de subvención. Los fondos sobrantes de PY16-PY19 (programa año 16-programa año 19) podrían ser un legado de este cambio. La Ciudad usó GBA según lo requerido en IDIS, pero también dispersó fondos anteriores e Ingresos del programa (PI) para ciertas actividades dentro de esos PY para apuntalar el dinero anterior y cumplir con el uso de los ingresos del programa.

La Ciudad de Moline tiene la intención de modificar el AAP del 2021 de la siguiente manera:

2016 – 2019 Transferencia de fondos (\$138,436.88) (REASIGNAR) Reasignar los fondos restantes del programa a las actividades/asignaciones de Proyectos de Infraestructura de Vecindarios del 2021.

2020 Boys & Girls Club (\$4,248) (REASIGNAR) Reasignar los fondos restantes del programa a la actividad de Proyectos de Infraestructura de Vecindarios del 2021.

2020 Actividades de Planificación de Programas (AI) (\$5,000) (ELIMINAR & REASIGNAR) Reasignar los fondos restantes del programa a la actividad de Proyectos de Infraestructura de Vecindarios del 2021.

2021 Administración (\$96,752) (REDUCIR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Programa de Reducción Estructural de Vecindarios (SNAP) (\$35,000) (ELIMINAR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Actividades de Planificación de Programas (AI) (\$5,000) (ELIMINAR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Programa de Asistencia Para Compradores de Vivienda (\$35,000) (REDUCIR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Programa de Servicios de Vivienda Comunitaria (CHS) (\$125,000) (ELIMINAR & REASIGNAR) Reasignar fondos del programa a dos nuevas actividades (\$18,000) Parques y Recreación de Moline – Programa de Verano. (\$12,000) Parques y Recreación de Moline – Pases para la Piscina. Reasignar los fondos restantes de la actividad del programa (\$95,000) a la actividad de Proyectos de Infraestructura de Vecindarios del 2021.

2021 Programa de Asistencia Crítica (CAP) (\$15,000) (ELIMINAR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Proyectos de Infraestructura de Vecindarios (NIP) (\$429,436.88) (FONDOS ADICIONALES) Los fondos de CDBG proporcionarán la instalación o extensión de la vida útil de calles, desagües de calles, desagües pluviales, bordillos y cunetas, túneles, puentes, semáforos/señales, jardinería, alumbrado público y/o letreros de calles que son parte de mejoras más extensas en las calles; mejoras a las aceras; instalación o reemplazo de líneas de agua, alcantarillado sanitario, alcantarillado pluvial y hidrantes de fuego.

2021 Parques y Recreación de Moline – Programa de Verano (\$18,000) (Nuevos Fondos) Los fondos de CDBG proporcionarán un programa de campamento de verano gratuito de 4 semanas para niños que brindará oportunidades educativas prácticas en el Departamento de Policía, el Departamento de Bomberos, la Biblioteca y el Departamento de Agua.

2021 Parques y Recreación de Moline – Pases para la Piscina (\$12,000) (Nuevos Fondos) Los fondos de CDBG proporcionarán un pase de inmersión a cada familia de ingresos bajos a moderados una vez que califiquen.

La Ciudad de Moline llevará a cabo dos audiencias públicas, el Viernes 29 de Abril del 2022 de 8:00 a.m - 8:30 a.m y el Miércoles 18 de Mayo del 2022 de 4:00 p.m. - 4:30 p.m. en el Palacio Municipal de la Ciudad de Moline, Comité de Conjunto (2nd. Piso) 619 16th Calle, Moline, Illinois, 61265. El objetivo de las audiencias es para obtener comentarios de los ciudadanos, grupos, agencias y otras partes interesadas para discutir las propuestas modificaciones al Plan de Acción Anual 2021. Se invita al público a asistir a las audiencias y/o enviar comentarios sobre el Plan de Acción Anual 2021. Este aviso también servirá para reconocer el período de comentarios públicos, que se llevará a cabo del 23 de Abril del 2022 al 23 de Mayo del 2022. Se alienta a los ciudadanos a examinar y comentar sobre las enmiendas propuestas en horario de oficina de Lunes a Viernes, de 8:00 a.m. - 4:30 p.m. Los documentos estarán disponibles en el Departamento de Desarrollo Económico y Comunitario ubicado en el Palacio Municipal de la Ciudad de Moline, 619 16th Calle, Moline, Illinois, y en nuestra página web, www.moline.il.us. Todos los comentarios deben recibirse antes del 23 de Mayo del 2022 en el Departamento de Desarrollo Económico Y Comunitario. Los comentarios por escrito se pueden enviarse a la División de Desarrollo Comunitario a la dirección del Ayuntamiento mencionada anteriormente o enviarse por correo electrónico a kwhtley@moline.il.us.

K. J. WHITLEY
GERENTE DE DESARROLLO COMUNITARIO
CIUDAD DE MOLINE
DEPARTAMENTO DE DESARROLLO ECONÓMICO Y COMUNITARIO
619 16 CALLE
MOLINE, IL 61265

Customer Ad Proof

128-60097950 City of Moline

Order Nbr 124894

Publication MDA-Dispatch Argus

Contact City of Moline

Address 1 618 18TH STREET

Address 2

City St Zip MOLINE IL 61285

Phone 3095242328

Fax

Section Legals

SubSection

Category 2627 Miscellaneous Notices

Ad Key 124694-1

Keywords NOTICE The City of Moline anno

Notes

PQ Number

Date Legal - Email

Order Price 645.73

Amount Paid 0.00

Amount Due 545.73

Start/End Dates 04/22/2022 - 04/22/2022

Insertions 1

Size 449

Salesperson(s) Legals P11

Taken By Michele McCloy

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NOTICE

The City of Moline announced a proposed substantial amendment to the City's Program Year 2021 Annual Action Plan (AAP). The proposed amendment is the first amendment to the 2021 AAP. The purpose of this notice is to make the public aware of the proposed amendments and allow for public review and comments. The City of Moline uses eight (8) criteria and constitute a substantial amendment to the Consolidated Annual Action Plan or Annual Action Plan. The proposed amendments include carrying forward prior year unused funds and re-allocation of these funds to a 2021 AAP program activity, re-allocation of two 2020 AAP activities to a 2021 AAP program activity, and re-allocation of 2021 program activity funds to two new program activities and the remaining funds to a different 2021 program activity. HUD systems made a switch from First-In-First-Out (FIFO) to Grants-Based Accounting (GBA) just before the FY16 allocations (officially switched in FY15). Where previously funding and disbursements were automatically made from the oldest grant with available funds, now activities are funded from age-of-program years and disbursements will be only from those grant years. Lapse-funds from FY16-FY18 (Program Year 16 - Program Year 18) could be a legacy of this switch. The City used GBA as required in IDIS but also dispersed both older funds and program income (PI) for certain activities within those PYS to both shore up older money and be in compliance with the use of program income.

The City of Moline intends to amend the 2021 AAP as follows:

2018 - 2019 Carryover Funding (\$158,438.83) (RE-ALLOCATE) Re-allocates the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity/allocations.

2020 Boys & Girls Club (\$4,200) (RE-ALLOCATE) Re-allocates the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

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4/20/2022 8:54:44 AM

2020 Program Planning Activities (AJ) (\$5,000) (ELIMINATE & RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Administration (\$26,732) (REDUCE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Structural Neighborhood Abolished Program (SNAP) (\$35,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Program Planning Activities (AJ) (\$5,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Homebuyer Assistance Program (\$35,000) (REDUCE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Community Housing Services (CHS) Program (\$125,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to two new activities (\$18,000) Moline Parks & Recreation - Summer Program, (\$12,000) Moline Parks & Recreation - Pool Passes. Re-allocate the remaining program activity funds (\$85,000) to the 2021 Neighborhood Infrastructure Projects activity.

2021 Critical Assistance Program (CAP) (\$15,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Neighborhood Infrastructure Projects (NIP) (\$429,436.88) (ADDITIONAL FUNDING) CDBG funds will provide for the installation or extension of the useful life of streets, street signs, storm drains, curbs and gutters, manhole bridges, traffic lights signs, developing street lighting and/or street signs that are part of a more extensive street improvements; improvements to sidewalks; installation or replacement of water lines, sanitary sewer, storm sewers, and fire hydrants.

2021 Moline Parks & Recreation - Summer Program (\$18,000) (New Funding) CDBG funds will provide for a 4-week free Summer Camp Program for kids that will provide hands on educational opportunities of the Police Department, Fire Department, Library, and Water Department.

2021 Moline Parks & Recreation - Pool Passes (\$12,000) (New Funding) CDBG funds will provide one plunge pass to each low-to-moderate income family once they qualify.

The City of Moline will hold two public hearings, Friday, April 23, 2022, 8:00 am - 8:30 am and Wednesday, May 18, 2022, 4:00 pm - 4:30 pm, at the Moline City Hall, Committee of the Whole (2nd Floor), 119 16th Street, Moline, Illinois, 61205. The purpose of the hearing is to obtain comments from citizens, groups, agencies and other interested parties to discuss the proposed amendments to the 2021 Annual Action Plan. The public is invited to attend the hearings and/or submit comments regarding the 2021 Annual Action Plan. This notice will also serve to acknowledge the public comment period, which will take place April 23, 2022 - May 23, 2022. Citizens are encouraged to examine

and comment on the proposed amendments during regular business hours Monday through Friday, from 8:00 a.m. – 4:30 p.m. Documents will be available in the Community & Economic Development Department located at Molina City Hall, 619 16th Street, Molina, Illinois and on our website,

www.molina.il.us. All comments must be received by May 23, 2021 in the Community & Economic Development Department. Written comments may be sent to the Community Development Division at the above City Hall address or e-mailed to pwhitley@molina.il.us.

K. J. WHITNEY
COMMUNITY DEVELOPMENT
MANAGER
CITY OF MOLINE
COMMUNITY & ECONOMIC
DEVELOPMENT DEPARTMENT
619 16 STREET
MOLINE, IL 61265

AVISO PÚBLICO

La Ciudad de Molina anuncia una enmienda sustancial propuesta al Plan de Acción Anual (AAP) del año 2021 del Programa de la Ciudad. Esta enmienda propuesta de la primera enmienda al AAP 2021. El objetivo de este aviso es para informar al público sobre las enmiendas propuestas y permitir la revisión y comentarios del público. La Ciudad de Molina utiliza ocho (8) ordenes que constituyen una enmienda sustancial al Plan de Acción Anual Consolidado o al Plan de Acción Anual. Las enmiendas propuestas incluyen el fujepase de fondos no utilizados del año anterior y la reasignación de estos fondos a una actividad del programa AAP de 2021, la reasignación de dos actividades del AAP del 2020 a una actividad del programa AAP de 2021 y la reasignación de fondos de actividades del programa del 2021 a dos nuevas actividades del programa y los fondos restantes a una actividad del programa 2021 diferente. Los excedentes de HUD cambian de Primeros-en-Embarque-en-Sitio (PFES) a Contabilidad basada en subvenciones (CBA) justo antes de las asignaciones del año fiscal 2016 (cambio efectuado en el año fiscal 2015). Mientras que anteriormente la financiación y los desembolsos se hacían automáticamente a partir de la subvención más antigua con fondos disponibles, ahora las actividades se financian a partir de años de subvención específicos y los desembolsos se realizarán únicamente a partir de esos años de subvención. Los fondos sobrantes de PY16-PY19 (programa año 16-programa año 19) podrán ser un beneficio de este cambio. La Ciudad usó CBA, según lo requerido en IDIS, pero también dispuso fondos anteriores a Ingresos del programa (PI) para ciertas actividades dentro de esos PY para apuntalar el dinero anterior y cumplir con el uso de los ingresos del programa.

La Ciudad de Molina tiene la intención de modificar el AAP del 2021 de la siguiente manera:

2018 – 2019 Transferencia de fondos (\$136,438.88) (REASIGNAR) Reasignar los fondos restantes del programa a las actividades/asignaciones de Proyecto de Infraestructura de Verificación del 2021.

2020 Bono a Club Club (\$4,245) (REASIGNAR) Reasigna los fondos restantes del programa a la actividad de Proyectos de Infraestructura de

Vecindarios del 2021.

2020 Actividades de Planificación de Programas (AI) (\$5,000) (ELIMINAR & REASIGNAR) Reasignar los fondos restantes del programa a la actividad de Proyectos de Infraestructura de Vecindarios del 2021.

2021 Administración (286,752) (REDUCIR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Programa de Reducción Estructural de Vecindarios (ENAF) (\$35,000) (ELIMINAR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Actividades de Planificación de Programas (AI) (\$5,000) (ELIMINAR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Programa de Asistencia Para Compradores de Vivienda (\$35,000) (REDUCIR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Programa de Servicios de Vivienda Comunitaria (CMS) (\$125,000) (ELIMINAR & REASIGNAR) Reasignar fondos del programa a dos nuevas actividades (\$18,000) Parques y Recreación de Moline - Programa de Verano, (\$12,000) Parques y Recreación de Moline - Paseo para la Pista. Reasignar los fondos restantes de la actividad del programa (\$95,000) a la actividad de Proyectos de Infraestructura de Vecindarios del 2021.

2021 Programa de Asistencia Crítica (CAP) (\$15,000) (ELIMINAR & REASIGNAR) Reasignar fondos del programa a la actividad de Proyecto de Infraestructura de Vecindarios del 2021.

2021 Proyectos de Infraestructura de Vecindarios (IIP) (\$429,492.65) (FONDOS ADICIONALES) Los fondos de CDBG proporcionarán la instalación o extensión de la vida útil de calles, desagües de calles, desagües pluviales, bordillos y banquetas, lámparas, puentes, semáforos, lechales, jardines, alumbrado público y/o laterales de calles que aún parte de mejoras más sustanciales en las calles; mejoras a los escapes; instalación o reemplazo de líneas de agua, alcantarillado sanitario, alcantarillado pluvial y nutrones de fuego.

2021 Parques y Recreación de Moline - Programa de Verano (\$18,000) (Nuevos Fondos) Los fondos de CDBG proporcionarán un programa de campamento de verano gratuito de 4 semanas para niños que brindará oportunidades educativas prácticas en el Departamento de Policía, el Departamento de Bomberos, la Biblioteca y el Departamento de Agua.

2021 Parques y Recreación de Moline - Paseo para la Pista (\$12,000) (Nuevos Fondos) Los fondos de CDBG proporcionarán un paseo de inmersión a cada familia de ingresos bajos a moderados una vez que concluyen.

La Ciudad de Moline llevará a cabo dos sesiones públicas, el Viernes 28 de Abril del 2022 de 8:00 a.m. -8:30 p.m. y el Miércoles 18 de Mayo del 2022 de 4:00 p.m. - 4:30 p.m. en

Customer Ad Proof

128-60097950 City of Moline

Order Nbr 124894

el Palacio Municipal de la Ciudad de Moline, Consejo de Consejo (2nd Flg) 618 18th Calle, Moline, Illinois, 61863. El objetivo de las audiencias es para obtener comentarios de los ciudadanos, grupos, agencias y otras partes interesadas para discutir las propuestas modificaciones al Plan de Acción Anual 2021. Se invita al público a asistir a las audiencias y/o enviar comentarios sobre el Plan de Acción Anual 2021. Este aviso también servirá para anunciar el período de comentarios públicos, que se llevará a cabo del 23 de Abril del 2022 al 23 de Mayo del 2022. Se invita a los ciudadanos a asistir y comentar sobre las enmiendas propuestas en horario de oficina de Lunes a Viernes, de 8:00 a.m. - 4:30 p.m. Los documentos estarán disponibles en el Departamento de Desarrollo Económico y Comunitario ubicado en el Palacio Municipal de la Ciudad de Moline, 618 18th Calle, Moline, Illinois, y en nuestra página web,

www.moline.il.us.

Todos los comentarios deben recibirse antes del 23 de Mayo del 2022 en el Departamento de Desarrollo Económico y Comunitario. Los comentarios por escrito se pueden enviar a la División de Desarrollo Comunitario a la dirección del Ayuntamiento mencionada anteriormente o enviarse por correo electrónico a whitley@moline.il.us.

K. J. WHITLEY
GERENTE DE DESARROLLO
COMUNITARIO
CIUDAD DE MOLINE
Departamento de Desarrollo
Económico y Comunitario
618 18 CALLE
MOLINE, IL 61863

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City of Moline, Illinois
Public Hearing #1 - CDBG Program
2021 Annual Action Plan (AAP),
Substantial Amendment 1
- DRAFT

Moline City Hall – Committee-of-the-Whole Room
619 16th Street, Moline, IL 61265
Meeting Minutes

Date: **Friday, April 29, 2022, 8:00 a.m. – 8:30 a.m.**

Staff Present: **KJ Whitley, Community Development Manager**

Others Present: **None**

The public hearing was called to order at 8:00 a.m. by Ms. Whitley in the Committee-of-the-Whole at the Moline City Hall. The purpose of the hearing was to receive comments and citizens input in regards to the drafted 2021 Annual Action Plan, Amendment 1.

Announcement of the public hearing was advertised in the local newspaper, April 22, 2022. No members of the public were physically present and no public comments were received during the public hearing. Ms. Whitley closed the public hearing at 8:30 a.m.

Respectfully Submitted,



KJ Whitley
Community Development Manager



**City of Moline, Illinois
Public Hearing #2 - CDBG Program
2021 Annual Action Plan (AAP),
Substantial Amendment 1**

Moline City Hall – Committee-of-the-Whole Room
619 16th Street, Moline, IL 61265
Meeting Minutes

Date: Wednesday, May 18, 2022, 4:00 p.m.

Staff Present: KJ Whitley, Community Development Manager
Tara Osborne, Grant Project Accountant

Others Present: Carol Triebel, CACUP President
Janet Zam, CACUP Vice-President
Angela Rule, CACUP Board Member
Michael Similin, CACUP Board Member

The public hearing was called to order at 4:00 p.m. by Ms. Whitley & Ms. Triebel, in the Committee-of-the-Whole at the Moline City Hall. The purpose of the hearing was to receive comments and citizens input in regards to the proposed (draft) 2021 Annual Action Plan, Substantial Amendment 1(2021 AAP, SA#1).

Announcement of the public hearing was advertised in the local newspaper, April 22, 2022. No members of the public were physically present and no public comments were received during the public hearing. Ms. Whitley and Ms. Triebel closed the public hearing at 4:11 p.m. During CACUPs discussion regarding the 2021 AAP, SA#1, Mr. Similin questioned staff about the proposed 2021 Homebuyers Assistance Program \$15,000 reduction (in this amendment). Ms. Osborne advised that program funding is still available in the 2020 AAP and is being recommended for funding in the 2022 AAP.

No other question was asked about the 2021 AAP, SA#1.

During the May 18, 2022 CACUP meeting, A motion was made by Ms. Zam to approve the 2021 AAP, SA#1. Seconded by Ms. Rule. Motion passed unanimously. Ayes: Zam, Triebel, Similin and Rule. Nays: none.

Respectfully Submitted,



KJ Whitley
Community Development Manager



**CITY OF MOLINE, ILLINOIS
Thirty Day Comment Period
CDBG PROGRAM
2021 Annual Action Plan (AAP),
Substantial Amendment 1**

April 23, 2022 – May 23, 2022

Announcement of the thirty-day public comment period was published (in English and Spanish) in the local newspaper, April 22, 2022. The public comment period opened April 23, 2022 and closed on May 23, 2022.

One written comment was received on April 27, 2022, from Eric Griffith, Moline's Parks and Recreation Director. Last fall (2021), the Moline Parks and Recreation Department applied for two public service programs and were approved as a 2022 Community Development Block Grant (CDBG) sub recipient. Due to the anticipated announcement (May 13, 2022) of the City's 2022 funding and the nature of the two proposed programs, the programs were included in this 2021 AAP, SA#1. Mr. Griffith's written comment is below:

From: Griffith, Eric
Sent: Wednesday, April 27, 2022 4:15 PM
To: Whitley, Kaye <kwhitley@moline.il.us>; Osborne, Tara <tosborne@moline.il.us>
Subject: CDBG Concern

Good Afternoon,

I am concerned on the funding for the CDBG Grants for the following:

- ◆ **Free Moline Parks and Recreation Park Program**
- Original Request is \$18,000
- New Request is \$20,000

Due to the raising costs in hiring seasonal staff we ask for additional funding to make sure the staffing to participant ratio is safe and the City of Moline can offer this program.

- ◆ **Free Pool Pass Program**
- Original Request is \$12,000

The City of Moline Parks & Recreation Department has partnered with a local non-profit to address swimming pools admissions. The City of Moline Parks and Recreation Department is

requesting \$10,000 to offer scholarships for youth to participate in a sport or program that the Parks and Recreation Department offers instead of the free pool pass program.

- ▶ **Moline Parks & Recreation Scholarship Program**
Request is \$10,000
- Roughly 200-225 scholarships available.



Eric Gintoft, CPPP
Parks & Recreation Director
City of Moline Parks and Recreation
3635 9th Ave, Moline, IL 61265
Office: 309-524-2421



The Community & Economic Development staff reviewed the comment/request and discussed it with HUD's Moline's Community Planning and Development Representative. The total balance of the recommended (request) funding remained the same. Additionally, the revised proposed scope (activity) converted into an exempt environmental.

Staff discussed these changes with the CACUP Advisory Board and incorporated them into the 2021 AAP, SA#1, prior to their approval (recommendation) to the Moline City Council.

Respectfully submitted,


K.J. Whitley
Community Development Manager

Grantee SF-424's and Certification(s)

OMB Number: 4840-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Currenzd Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 02/22/2021	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: B-21-NC-17-0014	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Moline		
* b. Employer/ Taxpayer Identification Number (EIN/TIN): 36 6005099	* c. Organizational OUNS: 0538691700000	
d. Address:		
* Street1: 619 16 Street	Street2: _____	
* City: Moline	County/Parish: _____	
* State: IL: Illinois	Province: _____	
* Country: USA: UNITED STATES	Zip / Postal Code: 61365-2121	
e. Organizational Unit:		
Department Name: Comm & Economic Development	Division Name: Community Development	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____	* First Name: RJ	Middle Name: _____
* Last Name: Whitley	Suffix: _____	
Title: Community Development Program Manager		
Organizational Affiliation: City of Moline		
* Telephone Number: (309) 524-2044	Fax Number: _____	
* Email: jwhitley@moline.il.us		

Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: <input checked="" type="checkbox"/> City or Township Government Type of Applicant 2: Select Applicant Type: <input type="text"/> Type of Applicant 3: Select Applicant Type: <input type="text"/> * Other (specify): <input type="text"/>	
* 10. Name of Federal Agency: <input type="text" value="U.S. Department of Housing & Urban Development"/>	
11. Catalog of Federal Domestic Assistance Number: <input type="text" value="14-818"/> CFDA Title: <input type="text" value="Community Development Block Grants/Entitlement Grants"/>	
* 12. Funding Opportunity Number: <input type="text" value="N/A"/> * Title: <input type="text" value="N/A"/>	
13. Competition Identification Number: <input type="text"/> Title: <input type="text"/>	
14. Areas Affected by Project (Cities, Counties, States, etc.): <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
* 15. Descriptive Title of Applicant's Project: <input type="text" value="Community Development Block Grant Entitlement Community"/>	
Attach supporting documents as specified in agency instructions. <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>	

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: * b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	867,329.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	867,329.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internal site where you may obtain this list, is contained in the announcement or agency specific instructions.

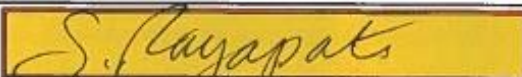
Authorized Representative:

Prefix: * First Name: Middle Name: * Last Name: Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:  * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0346-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:





1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-614), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1606 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1988, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§460a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	
APPLICANT ORGANIZATION	DATE SUBMITTED
	

SF-424D (Rev. 7-87) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

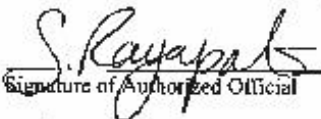
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.


Signature of Authorized Official

8/24/2021
Date

Mayor
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifics both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2021, 2022, 2023 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K, and R.

Compliance with Laws -- It will comply with applicable laws.

S. Rayapat
Signature of Authorized Official

8/24/2021
Date

Mayor
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(e):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.



Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy Layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.



Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.



Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.



Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Council Bill/Resolution No. 1106-2022

Sponsor: _____

A RESOLUTION

APPROVING Proposed amendments to the 2021 CDBG Annual Action Plans for the purpose of fund reallocation.

WHEREAS, the City of Moline approved Council Bill/Resolution No. 1114-2021 on May 25, 2021 approving, in part, projects and program recommendations of the Citizens Advisory Council on Urban Policy (CACUP) for the use of 2021 Community Development Block Grant funds (CDBG) and the 2021 Annual Action Plan; and further authorizing the Mayor to implement those approved projects and programs upon the approval of the City of Moline 2021 Annual Action Plan, Amendment 1 by the U.S. Department of Housing and Urban Development and to exercise any and all powers required to obtain such funding and to implement those approved projects; and

WHEREAS, the City of Moline intends to amend the 2021 CDBG Annual Action Plan Amendment 1 by modifying the following activity allocations:

2016 – 2019 Carryover Funding (\$138,436.88) (RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activities/allocations.

2020 Boys & Girls Club (\$4,248) (RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

2020 Program Planning Activities (AI) (\$5,000) (ELIMINATE & RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Administration (\$96,752) (REDUCE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Structural Neighborhood Abatement Program (SNAP) (\$35,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Program Planning Activities (AI) (\$5,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Homebuyer Assistance Program (\$35,000) (REDUCE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Community Housing Services (CHS) Program (\$125,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to two new activities (\$18,000) Moline Parks & Recreation – Summer Program. (\$12,000) Moline Parks & Recreation – Pool Passes. Re-

allocate the remaining program activity funds (\$95,000) to the 2021 Neighborhood Infrastructure Projects activity.

2021 Critical Assistance Program (CAP) (\$15,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Neighborhood Infrastructure Projects (NIP) (\$429,436.88) (ADDITIONAL FUNDING) CDBG funds will provide for the installation or extension of the useful life of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, traffic lights/signs, landscaping, street lighting, and/or street signs that are part of a more extensive street improvements; improvements to sidewalks; Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants.

2021 Moline Parks & Recreation – Summer Program (\$18,000) (New Funding) CDBG funds will provide for a 4-week free Summer Camp Program for kids that will provide hands on educational opportunities at the Police Department, Fire Department, Library, and Water Department.

2021 Moline Parks & Recreation – Pool Passes (\$12,000) (New Funding) CDBG funds will provide one plunge pass to each low-to-moderate income family once they qualify.

WHEREAS, said statement and projected use of funds reflects programs recommended by Citizens Advisory Council on Urban Policy and are consistent with the local and national objectives of the Housing and Community Development Act of 1974, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, approves the projects and program recommendations of the Citizens Advisory Council on Urban Policy (CACUP) for the use of carryover funding from 2016 through 2019 of Community Development Block Grant funds (CDBG) and the 2020 CDBG Annual Action Plan, Amendment 1 and the 2021 CDBG Annual Action Plan, which contains said projects and programs.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022

Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____
City Clerk

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Fleet and Facilities Manager to purchase three complete Type I Ambulances from Osage Industries, Incorporated in Linn, Missouri on BuyBoard Contract #650-21 in the amount of \$924,648.

SUGGESTED ACTION: Fire Department and Fleet Services staff have determined it would be in the best interest of the City to recommend the replacement purchase of the City's three ambulances that are currently budgeted in fiscal year 2024. Due to the severe supply chain and equipment availability deficits and the already identified lead time of 20 to 24 months, purchasing equipment ahead of time is necessary to ensure the equipment is received in a timely manner, or at least as scheduled. The Fire department formed a committee comprised of representatives in each of the positions and it was determined by the committee, and echoed by Deputy Chief Noyd, that Osage Industries, Incorporated would be their preferred manufacturer. The City is able to purchase these units through BuyBoard, a National Joint Purchasing Cooperative, utilizing their contract #650-21. Currently, there is \$554,000 committed in the vehicle replacement fund in fiscal year 2024 for all three ambulances. Of the total, \$97,380 is for the purchase and installation of the Stryker Cot Lift System and one cot that is going to be paid for out of the Liability Fund. After meeting with Finance Director Barnes, she has identified that the remaining \$273,268 can be paid using unencumbered "restricted" ARPA funds should the Council authorize this purchase. The pricing given is only valid through June 20, 2022, at which time Osage anticipates a 10-12% price increase.

Staff Recommendation: Approval

Fiscal Impact: \$554,000 is budgeted in 2024 # 448-0867-437.07-03, Vehicle Replacement; \$97,380 is budgeted in 445-9955-415.03-22, Liability Fund; and \$273,268 is available utilizing unencumbered ARPA funds

ATTACHMENTS: [07 PW RES1 Mark - 2024 Ambulances - CBxg.pdf](#)
[07 PW RES1 Mark - 2024 Ambulances - ATT.PDF](#)

Council Bill/Resolution No. 1109-2022
Sponsor: _____

A RESOLUTION

AUTHORIZING the Fleet and Facilities Manager to purchase three complete Type I Ambulances from Osage Industries, Incorporated in Linn, Missouri on BuyBoard Contract #650-21 in the amount of \$924,648.

WHEREAS, Fire Department and Fleet Services staff have determined it would be in the best interest of the City to recommend the replacement purchase of the City's three ambulances that are currently budgeted in fiscal year 2024; and

WHEREAS, severe supply chain and equipment availability deficits show a current lead time of 20 to 24 months and require advance purchasing to ensure items are received on time; and

WHEREAS, the Fire department formed a committee comprised of representatives in each of the positions and it was determined by the committee, and echoed by Deputy Chief Noyd, that Osage would be their preferred manufacturer; and

WHEREAS, funds are available in the Vehicle Replacement account, the Liability fund, and in restricted ARPA funds; and

WHEREAS, the City is able to purchase these units through BuyBoard, a National Joint Purchasing Cooperative, utilizing contract #650-21.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize the Fleet and Facilities Manager to purchase three complete Type I Ambulances from Osage Industries, Incorporated in Linn, Missouri on BuyBoard Contract #650-21 in the amount of \$924,648.

CITY OF MOLINE, ILLINOIS

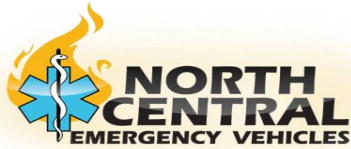
Mayor

June 7, 2022
Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____
City Clerk



Moline Fire Department Ambulance Quote

Moline Fire Department

1630 8th Ave,
Moline, IL 61265

May 31, 2022

Ambulance Quote/Bid: 2024 Osage Super Warrior Type 1 Ambulance

Thank you for allowing North Central Emergency Vehicles and Osage Ambulances the opportunity to submit this quote on your potential next ambulance purchase.

Ambulances Bid:

Osage Industries, Linn, MO – North Central Emergency Vehicles (Distributor)

Three (3) Ford F-550 4x4 Gas "Chassis" with Type I Osage Super Warrior 174" Conversion w/74" Headroom

Estimated Delivery Dates: Estimated Delivery date in between 3rd and 4th quarter in 2024. With current delays with OEM (Ford) and material suppliers. These are estimated dates.

Quote Pricing: Pricing included in this quote is valid until June 22nd, 2022

Ambulances Quote

Two (2) 2024 Osage Super Warrior Type 1 Ambulance

Includes-Per Moline Fire Spec and Prints Attached

Module 174" Length, 74" Headroom, 96" module width

Stryker Power-Load Cot Mounting System (Power Load ONLY)

Full Graphics Package

FIN FORD Rebate (If available through Ford)

One (1) 2024 Osage Super Warrior Type I Ambulance

Includes-Per Moline Fire Spec and Prints Attached

Module 174" Length, 74" Headroom, 96" module width

Stryker Power-Load Cot Mounting System

Stryker Power Pro II XT Cot

Full Graphics Package

FIN FORD Rebate (If available through Ford)

Ambulances Bid Price:

\$924,648.00

Thank you.

Respectfully,

Mark A Clemens

Mark Clemens, Illinois Sales Manager

Client satisfaction is our number one priority, we ask you to give us the chance to prove it.

Cell (815) 374-4011

salesil@Northcentralambulance.com

Osageambulances.com

**OSAGE AMBULANCE
2024 WARRIOR
ORDER FORM**

LAST UPDATED 05/19/2022

Dealer Name: North Central Emergency Vehicles

Salesperson: Mark Clemens

Customer Name: Moline Fire Department
& Address 1630 8th Ave
Moline, IL 61265

Shipping Address: _____

Fleet Number: QD482

Contact Name: Travis Noyd
Deputy Chief-EMS

Email: tnoyd@moline.il.us

Phone: _____

Fax: _____

Chassis Type: Ford F-550 4x4 Gas

Osage Unit #: _____

VIN: _____

Qty			Total
	CHEVROLET G-SERIES TYPE III - 2024 CHASSIS ONLY		
	Chevy G3500, 139" WB - Gas	EST	
	Chevy G4500, 159" WB - Gas	EST	
	CHEVROLET G-SERIES TYPE III - 2024 CONVERSION ONLY		
	Chevrolet 2148 Warrior		
	Chevrolet 2168 Super Warrior		
	FORD E-SERIES TYPE III - 2024 CHASSIS ONLY		
	Ford E350, 138" WB - GAS	EST	
	Ford E450, 158" WB - GAS	EST	
	FORD E-SERIES TYPE III - 2024 CONVERSION ONLY		
	Ford 2148 Warrior		
	Ford 2168 Super Warrior		
	MERCEDES-BENZ SPRINTER - 2024 CHASSIS ONLY		
	Mercedes-Benz Sprinter Diesel Chassis	EST	
	MERCEDES-BENZ SPRINTER - 2024 CONVERSION ONLY		
	Mercedes-Benz Sprinter 2148 Warrior III		
	FORD F-SERIES TYPE I - 2024 w/UREA - D.E.F. - CHASSIS ONLY		
	(Call for Chassis Availability)		
	F-450, 169" WB, 4x2	EST	
	F-450, 169" WB, 4x4	EST	
	F-550, 193" WB, 4x2	EST	
	F-550, 193" WB, 4x4	EST	
	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)		
	Option: Add Front Liquid Spring		
	Option: Add Aluminum Wheels		
	FORD F-SERIES TYPE I - 2024 GAS - CHASSIS ONLY		
	(Call for Chassis Availability)		
	F-450, 169" WB, 4x2	EST	
	F-450, 169" WB, 4x4	EST	
	F-550, 193" WB, 4x2	EST	
<u>1</u>	F-550, 193" WB, 4x4	EST	<u>\$52,145.00</u>
<u>1</u>	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)		<u>\$10,350.00</u>
	Option: Add Front Liquid Spring		
	Option: Add Aluminum Wheels		
	FORD F-SERIES TYPE I - 2024 CONVERSION ONLY		
	Ford 2148 Warrior		
<u>1</u>	Ford 2168 Super Warrior		<u>\$139,861.00</u>

RAM TYPE I w/UREA - 2024 CHASSIS ONLY

Ram 4500, 168" WB, 4x2	EST
Ram 4500, 168" WB, 4x4	EST
Ram 5500, 192" WB, 4x2	EST
Ram 5500, 192" WB, 4x4	EST
Option: Liquid Spring Suspension	
Option: Add Front Liquid Spring	
Option: Add Aluminum Wheels	

RAM TYPE I - 2024 GAS - CHASSIS ONLY

Ram 4500, 168" WB, 4x2	EST
Ram 4500, 168" WB, 4x4	EST
Ram 5500, 192" WB, 4x2	EST
Ram 5500, 192" WB, 4x4	EST
Option: Liquid Spring Suspension	
Option: Add Front Liquid Spring	
Option: Add Aluminum Wheels	

RAM TYPE I 2024 CONVERSION ONLY

Ram 2148 Warrior
Ram 2168 Super Warrior

CHEVROLET TYPE I - 2024 CHASSIS ONLY

Chevy 5500, 189" WB, 4x2 w/Liquid Spring (Includes TM-21 A/C Compressor) EST
Chevy 5500, 189" WB, 4x4 w/Liquid Spring (Includes TM-21 A/C Compressor) EST

CHEVROLET TYPE I 2024 CONVERSION ONLY

Chevy 2168 Super Warrior (172" body, front mount condenser, cab steps included)

Freightliner / International TYPE I - 2024 CONVERSION ONLY

2168/Freightliner / International Med-Duty
--

MODULE

- Warrior: 148" L x 68" Headroom
 - Super Warrior: 168" L x 72" Headroom
 - Aluminum Diamond Plate Running Boards
 - Rear Mud Flaps
 - Totally "Seamless" Body Construction
 - Exterior Side & Roof Panels .125" Aluminum
 - One-Piece Exterior Side Panels
 - One-Piece Crowned Roof
 - Frame Members 2" x 2" Aluminum Tubing
 - Frame Members on 12" Centers or Less
 - Diamond Plate Shields:
 - Across Lower Rear of Body
 - Across Lower Front of Body
 - Lower 1/3 of Entry Doors
 - All Exterior Doors "Pan-Formed" / Extruded Double Break Construction
- All Body Openings "Seamless"
 - All Door Latches Mounted Behind Gaskets
 - Exterior Compartment @ Front Left for Storage of Oxygen Tank and Back Boards
 - Exterior Compartment Adjustable Shelving
 - Exterior Compartment Lighting
 - Cast "Grabber" Door Holders
 - Lower Body Impact Rub Rails
 - Polished Stainless Steel Fenderettes
 - Flip-up Rear Step Bumper w/ 4" x 18" Dock Bumpers
 - Automotive Undercoating

WARNING SYSTEM

- Two Red Whelen ION-T Mounted in grill
 - Four Red Whelen ION-T Intersection Lights Mounted in Front and Rear Fenders
 - Eight Red LED Whelen 9x7 Modular Lights
 - One Clear LED Whelen 9x7 Front Modular Light
 - One Amber LED Whelen 9x7 Rear Modular Light
 - Two LED Whelen 9x7 Scene Lights Per Side
- Two LED Whelen 9x7 Rear Load Lights
 - Primary / Secondary Switching
 - Whelen 295 SLSA1 Siren
 - Siren / Horn Switch
 - Cast Siren Speaker
 - Rear DOT Lighting Whelen LED 4x6 w/ Chrome Flanges: Red Tail / Brake, Amber Arrow Turn
 - Reverse are LED

PAINT & MARKINGS

- 8" Belt Line Paint Stripe
 - Base Coat / Clear Coat Modular Paint
- "No Smoking" & "Fasten Seat Belt" Signs
 - Ambulance / Star-of-Life Decals

ELECTRICAL

- Digital Voltmeter
 - Audible Low-Voltage Alarm
 - Weldon V-Mux Electrical System w/ Load Management & Sequencing System
 - Wiring Color-Coded and Heat Embossed Every 6" w/ Function
 - Power Distribution Panel Easily Accessible Via Hinged Access Door in Action Area
 - One Piece Molded Front Switch Console
 - Hinge Mounted Attendant Switch Console
 - Control Console Backlighting Dimmer
- Battery Switch Activated via Ignition Switch
 - Open Door Warning Light
 - Hand Held 300,000 CP Spotlight
 - Whelen Dual Intensity LED Patient Compartment Dome Lights
 - Exterior Weatherproof Shoreline Receptacle
 - Two Interior 110V Duplex Receptacles
 - Two Interior 12V Cigar Style Receptacles
 - One Pre-Wire Antenna Cable
 - Electrical Back-up Alarm

INTERIOR

- All Vertical Corners 1" Radii
 - Stainless Steel Aisle Panel, Left Side, Full Length x 18" x .060"
 - Lon-Plate, non skid Vinyl Flooring Rolled 3" Up Both Sides of the Aisle
 - EMT Seat, Pedestal Mounted Deluxe **Seamless** Vinyl Captains Chair w/3-Pt Belt
 - CPR Seat, three piece, molded contoured cushions
 - Squad Bench
 - Retractable Seat Belts for All Locations
 - Handicap Style, 1 1/2" Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
 - Handicap Style, 1 1/2" Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
 - Padded Bulk-Head Cabinet Doors
 - ALS Compartment w/ In/Out Access
 - 2 Adjustable Shelves in ALS
- R-29 Reflectics Insulation Through-out Module
 - Thermostatically Controlled Patient Compartment Heat & Cool System
 - 3-Speed Manual Fan Control
 - Rear Heat & Cool Unit Mounted Floor Level;
 - * Moisture Drains Directly Through Floor
 - * Short Coolant Circulation Distance
 - * Eliminates Vertical Circulation of Coolant
 - * Unit Easily Accessible for Maintenance
 - Overhead Air Distribution w/ Floor Level Filtered Air Return for Optimum Circulation
 - Two Recessed, Swing-up Dual IV Hangers
 - "Zico" Retaining Bracket for Oxygen "M" Cyl
 - Three "Ohio" Oxygen Outlets
 - SSCOR Suction System
 - Locking Sharps Container (Shipped Loose)
 - Locking Drug Compartment
 - Digital Clock
 - Stryker "Performance Load" Cot Fastener
 - **Seamless Seat Cushions**

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Continued

Qty	Whelen Smart Linear LED's	Total
<u>1</u>	W-15 Additional 900 Solid LED, R, B or A	<u>\$230.00</u>
<u>2</u>	W-16 Additional 900 Solid LED, C	<u>\$530.00</u>
	W-17 Additional 900 Green	
	W-18 Additional 900 R/B or R/A LED	
	W-19 Additional 900 R/C or B/C LED	
	W-20 Upgrade 900 LED to Solid C	
	W-21 Upgrade 900 LED to Green	
	W-22 Upgrade 900 to Split R/B or R/A	
	W-23 Upgrade 900 to Split R/C or B/C	
	W-24 700 LED I.L.O. ION-T, R, B or A	
	W-25 700 LED I.L.O. ION-T R/B or R/A	
	W-26 700 LED I.L.O. ION-T, All or 1/2 Clr	
	W-27 Additional 700 LED R, B or A	
	W-28 Additional 700, R/B or R/A	
	W-29 Additional 700 LED All or 1/2 Clr	
	W-30 Additional 600 LED, R, B or A	
	W-31 Additional 600, R/B or R/A	
	W-32 Additional 600 LED All or 1/2 Clr	
	W-33 Additional 500 LED, R, B or A	
	W-34 Additional 500, R/B or R/A	
	W-35 Additional 500 LED, All or 1/2 Clr	
	W-36 Upgrade 900 to M9 LED, R, B, A, R/B, R/A	
	W-37 Upgrade 900 to M9, All or 1/2 Clear	
	W-38 Additional M9, Red, B, A, R/B, R/A	
	W-39 Additional M9 (All or 1/2 CLR)	
	W-40 Upgrade ION-T to M6 Red, B, A	
	W-41 Upgrade ION-T to M6, R/B, or R/A	
	W-42 Upgrade ION-T to M6 All or 1/2 CLR	
	W-43 Additional M6 LED, R, B or A	
	W-44 Additional M6, R/B or R/A	
	W-45 Additional M6 LED, All or 1/2 Clr	
	W-46 Upgrade ION-T to M7 R, B or A	
	W-47 Upgrade ION-T to M7 R/B, or R/A	
	W-48 Upgrade ION-T to M7 All or 1/2 CLR	
	W-49 Additional M7 LED, R, B or A	
	W-50 Additional M7 LED, R/B, R/A	
	W-51 Additional M7 LED, All or 1/2 Clr	
	W-52 Whelen ION-T, R, B, A	
<u>4</u>	W-53 Whelen ION-T, R/B or R/A	<u>\$720.00</u>
	W-54 Whelen ION-T, All or 1/2 Clr	
<u>8</u>	W-55 Whelen OS Light	<u>\$440.00</u>
<u>8</u>	W-56 Add Any Light to Interior of Door (Add to Light Price)	<u>\$400.00</u>

Specify Flash Pattern to set LED's to _____
 LED's to be: _____ Unsynchronized _____ Synchronized on K Flasher

Qty	Scene Lights	Total
	W-57 Whelen 90COENZR 24-DIODE Scene Light, Additional	
	W-58 Whelen 700 Scene LED Additional	
	W-59 M9 LED Scene, Upgrade	
	W-60 M9 LED Scene, Additional	
	W-61 M7 LED Scene, Upgrade	
	W-62 M7 LED Scene, Additional	
	W-63 Pioneer Single w/Flange, Upgrade PCPSM1C	
	W-64 Pioneer Spot & Flood w/Flange, Upgrade PCPSM2C	
	W-65 Pioneer Single w/Flange, Additional PCPSM1C	
	W-66 Pioneer Spot & Flood w/Flange, Additional PCPSM2C	
	W-67 Upgrade Brake/Tail to M6 (Pair)	
	W-68 Upgrade Turn to M6 (Pair)	
	W-69 Upgrade Reverse to M6 (Pair)	

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Continued

Qty	Siren & Speakers	Total
	W-70 Federal Rumbler (Only Available w/ Federal Siren, Whelen 295 Sirens, Signal #SS700-008, Code 3 VCON & 3997RS, Carson SC-4074 Commander)	
1	W-71 Federal E-Q2B	<u>\$1,510.00</u>
	W-72 Federal PA-300	
	W-73 SA-400-17 w/Mechanical Tone	
	W-74 SA-430 Siren w/ Remote Control Head, Upgrade	
	W-75 SA-441 Siren w/Remote Control Head, Upgrade	
	W-76 SA-441-17F w/Mechanical Tone	
	W-77 295 HFSC9 Dual Tone	
1	W-78 295 HFS2 Remote Head	<u>\$160.00</u>
	W-79 295 HFS7 Remote Head, Dual Amps	
	W-80 Whelen Howler (Only Available w/ Whelen Siren)	
	W-81 Buell Dual Air Horns Mounted Under Front Bumper	
	W-82 Buell #16122 Compressor & # 5440 2nd Tank Upgrade	

Qty	Exterior Lighting	Total
1	W-83 6 x 4 LED Turn Lights w/ Chrome Flanges Mounted Front of Module, (Per Pair)	<u>\$410.00</u>
	W-84 M6 Turn Lights w/Chrome Flanges on Front of Mod (per pair)	
	W-85 Hella Fog Lights	
	W-86 PIAA LED Fog Lights	
	W-87 LED Running Board Lights	
	W-88 Zico LED Under Body Lights (Per Pair)	
	W-89 Zico Angled Reverse Lights White (Per Pair)	
	W-90 Zico Angled Reverse Lights Polished (Per Pair)	
	W-91 Additional LED Compartment Light to LED	
1	W-92 Techniques E-41 LED Strip Lighting in all Compartments	<u>\$650.00</u>

Qty	Additional Emergency & Exterior Lighting & Siren Options & Special Instructions	Total

	NOTE: 7 Front Module 900 lights @ V-Shape per Drawing	<u>\$125.00</u>
	NOTE: Black Flanges on ALL lighting	
	NOTE: 8 Whelen Strip-Lite Plus Series Lights Red/White Per Dwg "Rear Ambulance in Chevrons" Black Flanges	

ELECTRICAL OPTIONS		
Qty	Inverters, Chargers, Batteries, Shorelines & Outlets	Total
	E-01 Pre-Wire for Vanner Inverter with Remote Switch	
<u>1</u>	E-02 Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100	<u>\$1,695.00</u>
	Choose One: Inverter on with ___ Ignition ___ Switch in Rear Panel	
	E-03 Iota P.C. 30 Battery Charger	
	E-04 Iota P.C. 45 Battery Charger (Requires 30 Amp Shoreline)	
	NOTE: BATTERY CHARGER REQUIRED IN KKK-F	
	E-05 Add 2nd 20amp shoreline and circuit	
	E-06 OEM Batteries Mounted in Slide Out Tray in Exterior Battery Compt. (N/A on Type I)	
	E-07 Additional (3rd) Matching Battery (Requires Ordering Exterior Battery Compartment)	
	E-08 Upgrade to Twist Lock 30 Amp Shoreline	
<u>1</u>	E-09 Upgrade to Kussmaul Auto Eject Shoreline Plug, 20 Amp	<u>\$430.00</u>
	E-10 Upgrade to Kussmaul Auto Eject Shoreline Plug, 32 Amp	
<u>1</u>	E-11 Shoreline Indicator at Shoreline	<u>\$225.00</u>
Qty	Outlets & Interior Lighting	Total
<u>3</u>	E-12 110 V Outlet, Additional per Outlet	<u>\$390.00</u>
	12V DC Outlet, Cigar Style, Additional per Outlet	Note: Outlets will be Ignition Hot unless
	E-13 otherwise specified	
	E-14 110/USB Outlet	
<u>2</u>	E-15 Dual USB Outlet	<u>\$210.00</u>
	E-16 Single Overhead Reading Light in Cab	
<u>2</u>	E-17 R/W Dome Light in Cab	<u>\$420.00</u>
	E-18 LED Federal Little Lite	
	E-19 Check-Out Lights, 2 - 12 Volt LED, 36",	
	E-20 Additional LED Check Out Lights (Per Light)	
<u>1</u>	E-21 Interior Cabinet Lighting w/On/Off Switch Mounted in Action Panel (Strip LED)	<u>\$800.00</u>
<u>1</u>	E-22 Power Door Lock Control Head	<u>\$600.00</u>
<u>7</u>	E-23 Power Door Lock Per Door	<u>\$1,120.00</u>
	E-24 LED Lights (3) Above Rear Entry Doors (Brake & Turn)	
<u>9</u>	E-25 Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)	<u>\$135.00</u>
	E-26 Whelen Rectangular LED Domes (Upgrade per Light)	
	E-27 Intertech Round LED Domes (Upgrade per Light)	
<u>1</u>	E-28 Additional Dome Lights (Add to Cost of Upgrade Light, if Ordered)	<u>\$175.00</u>
	E-29 Upgrade Dome to Red/Clear	
	E-30 Upgrade Dome to Blue/Clear	
	E-31 Heart of Chrome Customs UV Light	
Qty	Switches & Secure Idle	Total
	E-32 (3) Switch Auxiliary Panel	
	E-33 Extra Switch & Pre-Wire (Separate From V-MUX System)	
<u>1</u>	E-34 Hidden Switch in Grill for Door Locks	<u>\$175.00</u>
	E-35 Idle Lock Security System	
<u>1</u>	E-36 2nd Switch Panel on Curbside Wall	<u>\$900.00</u>
Qty	Pre-wires, Radios, Intercom, & Clocks	Total
<u>2</u>	E-37 Antenna Pre-Wire, (additional per Pre-Wire)	<u>\$100.00</u>
<u>3</u>	E-38 Pre-Wire & Ground for Radio, (additional per Pre-Wire)	<u>\$180.00</u>
	Install Customer Radio Cable (each)	
<u>4</u>	E-39 Note: Specify Brand of Radio Cable: _____	<u>\$600.00</u>
<u>1</u>	E-40 Install Customer Antenna (each)	<u>\$150.00</u>
<u>4</u>	E-41 Install Customer Radio Head (each)	<u>\$1,000.00</u>
	E-42 Two Radio Speakers in Patient Compartment	
	E-43 Volume Control for Rear Speakers Mounted in Action Area	
<u>1</u>	E-44 Intelli-Tech Time Manager	<u>\$370.00</u>
	E-45 Carbon Monoxide Monitor	

Qty	ELECTRICAL OPTIONS		Total
	Continued		
Qty	V-Mux Options		Total
<u>1</u>	E-46	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis)	<u>nc</u>
<u>1</u>	E-47	Park Brake Override Switch	<u>nc</u>
	E-48	Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)	<u>nc</u>
	E-49	Truck Information Screen (w/Vista IV Upgrade Only)	<u>nc</u>
<u>1</u>	E-50	Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)	<u>nc</u>
<u>1</u>	E-51	Up to 10 Speeds on Exhaust Fans (Off-On is Standard)	<u>nc</u>
<u>1</u>	E-52	Up to 10 Speeds on HVAC Fan	<u>nc</u>
	E-53	Custom Flash Patterns (Specify on Page 9)	<u>nc</u>
<u>1</u>	E-54	Rear Flashers on in Reverse (Specify on Page 9)	<u>nc</u>
<u>1</u>	E-55	Side Scene on in Reverse	<u>nc</u>
<u>1</u>	E-56	Brake Override	<u>nc</u>
	E-57	Custom Load Sequencing (On or Off) (Specify on Page 9)	<u>nc</u>
	E-58	Custom Load Shedding (Specify on Page 9)	<u>nc</u>
	E-59	Upgrade Switches to Vista IV Screens	
	E-60	3rd Vista IV Monitor in Rear	
	E-61	3-Switch Pod & 3-Lights for Silent Intercom	
	E-62	Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)	
	E-63	O2 Sensor for V-MVX System (Requires Ordering M-16) (w/Vista IV Upgrade Only)	
	E-64	Exterior Temperature Readout (w/Vista IV Upgrade Only)	
	E-65	Ammeter Readout (w/Vista IV Upgrade Only)	
Qty	HVAC Systems		Total
	E-66	110V Heater in Patient Compartment w/ 2nd Shoreline	
	E-67	Danhardt 110V Heat/Cool Unit Installed in Squad Bench	
	E-68	Stadco Model CP7 Diesel 6KW Liquid Cooled Generator (S-Warrior Only)	
	E-69	Norcold 1.7 cubic feet Refrigerator	
	E-70	Dometic Refreigerated Drawer CD-030	
	E-71	IV Warmer Pad, (Pet Pad) (110V)	
	E-72	IV Warmer Pad, (Smithworks) (12V)	
	E-73	Digital Thermostat	
	E-74	Auxiliary Condenser	
	E-75	Upcharge to Install Condensor on Front of Module	
	E-76	Rooftop-Mount Condenser	
	E-77	2nd Engine - Driven Compressor	
Qty	Mirrors, Hind-Sight, Backup Camera, & Spotlights		Total
	E-78	Velvac XG2020 Velvac Heat/Remotes, Black ___ White ___ (Black Std. on G-Cuts)	
	E-79	Same As Above, Chrome	
	E-80	Brigade Sonar Backup Assist	
	E-81	Safety Vision Color Reverse Camera	
<u>1</u>	E-82	Safety Vision Color Reverse & Interior Cameras	<u>\$1,145.00</u>
	E-83	Brigade Color Reverse Camera	
	E-84	Brigade Color Reverse and Interior Cameras	
	E-85	Go-Light Wireless Remote Control Roof Mount LED Spotlight, White	
	E-86	Go-Light Wireless Remote Control Roof Mount LED Spotlight, Chrome	

Qty	MEDICAL OPTIONS		
	I.V. & Suction		Total
	M-01	Perko I.V. Clip with Velcro Strap	
	M-02	Recessed Swing-Up Dual I.V. Hanger	
	M-03	I.V. Pole By Action Rear	
	M-04	Sscor VX-2 Portable / Permanent Suction I.L.O. Standard	
Qty	Cot Mounts		Total
	M-05	Ferno Stat-Track I.L.O. Performance Load	
	M-06	Ferno Stat-Track w/ICS	
	M-07	Ferno Inline Cot Mount	
	M-08	Ferno Pro F1 Cot Mount w/ICS	
	M-09	Stryker Performance Load Cot Mount with Inductive Charging	
	M-10	Stryker Universal Floor Plate Only	
	M-11	Stryker Power Load I.L.O. Performance Load	
<u>1</u>	M-12	Install Customer-supplied Power Load	<u>\$1,200.00</u>
	M-13	Install Floor Plate for Mass-Casualty Hook (Does not include Hook)	
	M-14	Install Mass-Casualty Floor Plate & Hook (Does not include Front Antler needed with performance load)	
	M-15	Front Antler for Performance Load Mass-Casualty	
	M-16	Delete Standard Stryker Performance-Load (Demo Order Only)	
	Provide Model Number of Customer's Stretcher _____		
Qty	Oxygen		Total
	M-17	Additional O2 Outlet Over Squad Bench	
<u>1</u>	M-18	O2 Regulator for "M" Tank	<u>\$115.00</u>
<u>2</u>	M-19	O2 Flow Meter /Tube-Type	<u>\$140.00</u>
	M-20	O2 Flow Meter / Dial-Type Flowmeter	
<u>1</u>	M-21	Electric O2 Solenoid w/Switch	<u>\$420.00</u>
	M-22	Amico Digital O2 Gauge w/Regulator	
	M-23	2nd "M" Tank Bracket	
		Zico Hydraulic O2 Bracket (Specify M or H Cylinder)	(Note:Requires M-21 & M-22)
	M-24	This Option Eliminates the O2 Pass-Through	
<u>2</u>	M-25	Zico Portable O2 Bracket QRD2	<u>\$760.00</u>
	SELECT STANDARD D _____ or JUMBO D _____		
Qty	Additional Medical Options & Special Instructions		Total
	NOTE: Move one (1) O2 outlet from Streetside to Curbside		

INTERIOR OPTIONS		
Qty	Laminate & Vinyl	Total
	I-01 Custom Laminate Color	
	I-02 Custom Vinyl Color	
	<p>Note Provide Colors: Laminate Color: DOVE GRAP (Standard Colors: Dove Grey, Grey Glace, Grey Nebula) Vinyl Color: ASH GRAY (Standard Colors: Cobalt Blue, Wedge Wood Blue, Ash Gray, Desert Rose Red) Lonplate Color: #176 Pewter, #424 Gunmetal, #165 Sapphire</p>	
Qty	Flooring, Aisle, Backboard Slots	Total
	I-03 Lonspeck #SX112 Magnetic Gray	
1	I-04 Lon-Coin Flooring Note: Provide Color: <u> #150 Black Onyx </u>	\$100.00
	I-04 Lon-Plate Flooring, Custom Color Note: Provide Custom	
	I-05 Color: _____	
	I-06 Composite Subfloor	
Qty	Seating, Squad Bench, EMT, CPR	Total
1	I-07 Swivel Pedestal for EVS Attendant Seat	\$400.00
	<i>Price to Upgrade EMT Seat:</i>	
1	I-08 3-Pt. Child Seat	\$465.00
	I-09 4-Pt. Bucket Seat	
	I-10 4-Pt. Child Seat	
	I-11 5-Pt. Bucket Seat	
	I-12 5-Pt. Child Seat	
	I-13 6-Pt. Bucket Seat	
	I-14 6-Pt. Child Seat	
	I-15 Add Recline to EVS Seat	
	I-16 EVS Mobility I w/3-pt, 1769 Seat <i>NOTE: This Seat Requires 39" From Wall for Swivel</i>	
	I-17 3-Pt 1769 Seat, fixed Pedistal, I.L.O. Bench or CPR	
	I-18 4-Pt 1769 Seat, fixed Pedistal, I.L.O. Bench or CPR	
	I-19 Armrest for EVS Seat (Each)	
	6-Point Seat Belt, Per Position	
1	Note: Specify Color (If no color is chosen, black will be provided): I-20 Black <input checked="" type="checkbox"/> Orange <input type="checkbox"/> Red <input type="checkbox"/> Yellow <input type="checkbox"/>	\$510.00
	I-21 Aluminum Plates in Wall for Future Installation of 6-Pt. Belts (per seating position)	
	I-22 Cargo Net, End of Squad Bench	
	I-23 12" Seat Belt Extension	
	I-24 Seat Belt Monitor (requires sensors below)	
	I-25 Sensor for EVS Seat (per position)	
	I-26 Sensor for 2-Point Belt (per position)	
	I-27 Sensor for 6-Point Belt (per position)	

INTERIOR OPTIONS

Continued

Qty

Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts

Total

Note: Select One of the Following No/Charge Front Console Configurations:

<u>1</u>	Dual Drink Holders	
	Driver's Side Drink Holder Only	
	No Drink Holders will be provided (unless otherwise noted)	
	I-28 Radio/Notebook Cabinet in Cab (Standard Design) (Standard in T-I's)	
<u>1</u>	I-29 Radio/Notebook Cabinet in Cab (Design Required)	<u>\$450.00</u>
	I-30 Customize Console in Type I	
	I-31 Removable Padded Armrests for Console (Pair)	
<u>1</u>	I-32 Aluminum Cabinetry (Requires Spray Coating)	<u>\$7,020.00</u>
	Choose Zolatone Color: _____	
	NOTE: Depending on Cabinet Layout, Varying Amounts of Wood Panels will be used in Construction	
	I-33 Narrow Bulkhead	
	I-34 Cabinet Over Rear Doors	
	Cabinet Over Squad Bench, (Requires 43" Between Bench Cushion & Cabinet) (Standard in 2168)	
	I-35	
	Cabinet over CPR Seat (Requires 43" between Bench Cushion & Cabinet) (Std. in 2168)	
	I-36	
	I-37 On 72" Headroom Units, Drop Bench and CPR Seat 2" Adding 2" to Overhead Cabinets	
	I-38 (WILL ELIMINATE SHARPS & WASTE, AND 02 RECESSED IN BENCH)	
	I-39 Cabinet @ Head of Squad Bench for Portable O2, (Brackets Not Included)	
	Cabinet @ Head of Squad Bench for Portable O2, Recessed Below Floor Level (Brackets Not Included)	
	I-40	
	I-41 Angled Cabinets Forward and AFT of CPR Seat	
	I-42 Tinted Plexiglas in Cabinet Windows	
	I-43 Re-stocking Seals in Cabinet Windows	
<u>2</u>	I-44 Tilt-up Speed Load Cabinet Windows, w/latch (per window)	<u>\$550.00</u>
<u>1</u>	I-45 Interior Access to Exterior Compartment	<u>\$400.00</u>
	I-46 Window Over Squad Bench; 16 x 32 w/Slide - Passenger Side	
	I-47 Window Over Squad Bench; 16 x 32 w/Slide - Driver Side	
	I-48 Sliding Privacy Panel w/Dry Marker Board	
	I-49 Telescoping Marker Board	
	I-50 Solid Mounted Dry Marker Board	
<u>2</u>	I-51 Track-Type Adjustable Shelves in Interior Cabinets, (per shelf)	<u>\$150.00</u>
<u>2</u>	I-52 Fixed Shelf	<u>\$120.00</u>
	I-53 Fixed Divider	
	I-54 Adjustable Divider Track	
	I-55 Adjustable Divider (Requires above track)	
	I-56 Additional Adjustable Shelf & Light in ALS	
	I-57 Monitor Shelf to the Rear of the CPR Seat	
<u>1</u>	I-58 Ceiling HVAC Duct	<u>\$1,550.00</u>
<u>1</u>	I-59 Glove Storage Over Side Entry Door	<u>\$425.00</u>
	I-60 Two (2) Glove Storage Units Over Rear Doors	
<u>1</u>	I-61 Two (2) Glove Storage Recessed Into Rear Entry Doors	<u>\$550.00</u>
<u>1</u>	I-62 Recessed Suction in Left Aisle Wall (No Door)	<u>\$400.00</u>
	I-63 Door For Above	
	I-64 Chevrons on Entry Door Kickplates (Per Door)	
	Color of Chevrons: _____	
	NOTE: Requires EX-35	

INTERIOR OPTIONS

Continued

Qty	Doors, Locks, & Latches	Total
	I-65 Café Double Doors, (Warrior)	
	I-66 Full Plexiglas ALS Doors (3/8" Plexiglas, No Frames)	
	I-67 Single Roll-up Shutter on ALS	
	I-68 Lock for Roll-up Shutter on ALS	
	I-69 Lock on Interior Cabinet	
	I-70 Simplex Combination Lock	
	I-71 Southco Stainless Steel Latches, (per Latch)	
	I-72 Southco Stainless Steel D-Ring Latch (per latch)	
	I-73 Chrome Rectangular Latch (per latch)	

Qty	Counter Tops	Total
	Note: Select One of the Following No/Charge Standard Counter Top Colors:	
<u>1</u>	Speckled Gray	
	Speckled Blue	
	Speckled Red	
	Speckled Tan	
	I-74 Speckled Color Finish in Silk Stone Action Area Countertop	
	I-75 Speckled Color Finish in Silk Stone Monitor Shelf Countertop	
	Note: Provide Color of Silk Stone Counter Top if Ordered:	
	I-76 Custom Silkstone Color	
	I-77 Swivel Bracket for Zoll X Series	
	I-78 Swivel Bracket for LP12 or LP15	
	I-79 Technimount for 20LL X Series	
	I-80 Technimount for LP15	

Qty	Sharps, Waste, & Drawers	Total
<u>2</u>	I-81 Sharps & Waste Drawer	<u>\$800.00</u>
	I-82 Tilt-Out Sharps or Waste	
	I-83 Sharps/Waste thru Fiberglass Counter into #2 Compartment (Warrior Only)	
	I-84 Waste Disposal thru Silk Stone Countertop into #2 Outside Compartment	
	I-85 Sharps Disposal thru Silk Stone Countertop into #2 Outside Compartment	
<u>6</u>	I-86 Drawer for General Storage (Indicate Location)	<u>\$2,250.00</u>
	I-87 Drawer with Flip-up Writing Service	
	I-88 Sharps & Waste in Bench w/ Flip-Up Plexiglass Lids	

Qty	Grab Rails & Bars, Armrests	Total
<u>1</u>	I-89 Additional Grab Rail Over Squad Bench	<u>\$330.00</u>
	I-90 Armrest/Bar at Head of Squad Bench, SS Removable	
	A-Bar w/Sharps & Waste @ Head of Squad Bench, SS Removable (Warrior Models Only) This Bar shall be treated with Agion	
	I-91 Anit-Bacterial Coating	
	I-92 Custom A-Bar	
	I-93 Armrest at Head of Squad Bench, Upholstered	
	I-94 12" Stainless Grab Handle	
	I-95 Make Grab Bar Yellow (Price Each)	

Qty	Insulation & Sound Deadening	Total
<u>1</u>	I-96 Sound Deadening Under Floor	<u>\$550.00</u>
<u>1</u>	I-97 3M Sound Deadening on Back of Exterior Compartments	<u>\$500.00</u>
<u>1</u>	I-98 Delux Insulation on Side Entry Step	<u>\$500.00</u>

INTERIOR OPTIONS

Continued

Qty Total

Additional Headroom, Crawl Through (Type I), Bariatric Package

1	I-99	Custom Headroom. Fill in Height <u>74</u> "	\$700.00
	I-100	Crawl Through to Cab, (Type I)	
	I-101	Move Struts to Ends of Bench	
	I-102	Move Paddle Latches to Ends of Bench	

DEDUCTIONS:

1	I-103	Single Bench Lid	(\$75.00)
	I-104	Delete Gas Struts on Bench	
	I-105	Laminated Counter	

Qty Total

Additional Interior Options & Special Instructions

EXTERIOR OPTIONS

Continued

Qty	Rub Rail, Tow Hooks, Mud Flaps, Chains	Total
	EX-41 Rear Tow Hooks (Mounted on Rear Bumper Frame)	
	EX-42 Recessed Rear Tow Hooks	
	EX-43 On-Spot Chains	
	EX-44 Grip Strut Running Boards, (vs. Diamond Plate) Available on RAM Only	nc
<u>1</u>	EX-45 Grip Strut Inserts in Running Boards	<u>\$350.00</u>
	EX-46 Reflective Tape in Rub Rail-- <i>FILL IN COLOR</i> _____	
	EX-47 Clear-View Star-of-Life (Per Window)	
<u>1</u>	EX-48 Stainless Steel Fuel Guard	<u>\$75.00</u>
	EX-49 1pr. Rubber Mud Flaps for Front Wheels	
	EX-50 Taller Front Stone Guards	
	EX-51 Southpark Handle at Side Door	
	EX-52 Buckstop Bumper & Grill Guard, Black	
	EX-53 Buckstop Bumper & Grill Guard, Black (For Medium-Duty)	
	EX-54 Buckstop Bumper Only, Black (For Medium-Duty)	
	EX-55 Ali Arc Bumper	
	EX-56 Thunderstruck Bumper	
	EX-57 Warn Transformer Black Grill Guard w/Center Bar	
	EX-58 Luverne Black Prowler	
	EX-59 Luverne Stainless Prowler Grill Guard	
	EX-60 Cast Fuel Fill Door	
<u>1</u>	EX-61 Rubber Fenderettes	nc
	EX-62 Rubber Rub Rails	
	EX-63 Billstein Shocks Per Axle	
	<i>DELETE:</i>	
	EX-64 Shelf in #2 Compartment	
<u>1</u>	EX-65 Exterior Compartment	<u>(\$1,000.00)</u>
	EX-66 Divider & Fixed Shelf in #1 or #5	

Qty	MISCELLANEOUS OPTIONS	Total
<u>1</u>	MS-01 Credit for Shipping Spare Tire Loose	<u>(\$50.00)</u>
	MS-02 Ford Jack & Tire Tools (not included in Cutaways)	
<u>2</u>	MS-03 Fire Extinguisher, 5lb	<u>\$190.00</u>
	MS-04 Install Decals	
	MS-05 Delete Decal Package	

EXTENDED WARRANTIES

MS-06	Extended Electrical Warranty 7-years/100,000	
MS-07	Extended Cabinet Warranty 15-years/100,000	

**Note: Does Customer Require a Spot for Stryker Stair Chair?
State Dimension and Location**

Qty	Additional Exterior & Miscellaneous Options & Special Instructions	Total

EXTERIOR OPTIONS		
(Continued)		
Qty	PAINT OPTIONS	Total
	P-01 Second Stripe at Skirtline to Match Beltline	
	P-02 Hockey Stick Design, Single Stripe	
	P-03 Heartbeat Stripe, (Osage Standard Design)	
	P-04 Custom Heartbeat to Match Customers Existing Unit	
	P-05 2nd Stripe, Same Color	
	P-06 2nd Stripe, Different Color	
	P-07 Paint Cab (Door jams included)	
1	P-08 1/2 Red / 1/2 White Cab & Box (Including Door Jams)	\$5,700.00
1	P-09 Red Paint Color, (Additional Materials Cost)	\$630.00
	P-10 Yellow Paint Color (Add Material Cost)	
1	P-11 Wet Sand & Buff	\$3,275.00
	P-12 Westsand & Buff roof	
	P-13 Paint Roof White	
1	P-14 Delete Standard Beltline Paint	(\$525.00)
	P-15 Large SOL on Rear Quarter w/54" Ref. Snake	
Qty	Pinstripe	Total
	P-16 1/4" Reflective Pinstripe	
	P-17 1/2" Reflective Pinstripe	
	P-18 7/8" Reflective Pinstripe	
	P-19 2" & Wider Reflective Stripes, Per Inch of Width	
	P-20 6" 3M Reflective Chevron, One Color	
	P-21 6" 3M Reflective Chevron, Two Alternating Colors	
	P-22 6" Oracal Reflexite Chevron, One Color	
1	P-23 6' Oracal Reflexite Chevron, Two Colors	\$1,700.00
	P-24 6" 3M Diamond Grade Chevron, One Color	
	P-25 6" 3M Diamond Grade Chevrons, Two Alternating Colors	
	P-26 6" Chevron on Rear Doors, One Color	
	P-27 6" Chevron on Rear Doors, Two Colors	
	P-28 6" Oracal Reflexite Chevron on Rear Doors, One Color	
1	P-29 6" Oracal Reflexite Chevron on Rear Doors, Two Colors	\$1,000.00
	P-30 6" Diamond Grade Chevron on Rear Doors, One Color	
	P-31 6" Diamond Grade Chevron on Rear Doors, Two Colors	
	NOTE: Chevrons outside & above Rear Doors	
	Fill-in Color(s) _____	
	NOTE: Pinstripe is One Stripe Above and One Below Standard Band	
	PROVIDE THE FOLLOWING IF APPLICABLE:	
	Primary Paint Color	
	Primary Paint Code & MFG	
	Secondary Paint Color	
	Secondary Paint Code & MFG	
	Primary Pinstripe Color	
	Secondary Pinstripe Color	
Qty	Demo Decals	Total
	P-32 Osage Logo Decal	
	P-33 "Osage" Windshield Decall	
Qty	Additional Paint Options & Special Instructions	Total

ORDER SUMMARY

SUBTOTAL OF OPTIONS: \$ \$123,580.00

(+) BASE PRICE: \$ \$202,356.00

TOTAL UNIT PRICE: \$ \$325,936.00

DELIVERY DATE:

Osage believes the proposed design (identified above with an *) could increase the chance of injury to passengers, and recommends the following:

_____ There would be no additional cost for this change.

_____ The additional charge for this change would be _____

_____ Dealer directs that Osage modify the design as recommended.

_____ Dealer acknowledges the above recommendation, and directs Osage to proceed with the original design.

This recommendation was reviewed with the purchaser, _____

of _____ Date _____

**Endows Responsibility for Full Payment for Unit#
within Three (3) Days of Completion.**

TERMS ARE F.O.B. LINN, MO

**OSAGE AMBULANCE WILL NOT BE RESPONSIBLE FOR THE
PERFORMANCE OF CUSTOMER SUPPLIED OR SPECIFIED PRODUCT.**

**THIS ORDER IS NOT BINDING UNTIL SIGNED BY BOTH AN OSAGE
DEALER, AND/ OR AN AUTHORIZED REPRESENTATIVE FOR AN OSAGE
DEALER, AND AN AUTHORIZED REPRESENTATIVE FOR OSAGE
AMBULANCE.**

Signature of Osage Dealer or Authorized Agent Date Signed

Signature of Authorized Representative of Osage Ambulance Date Signed

**OSAGE AMBULANCE
2024 WARRIOR
ORDER FORM**

LAST UPDATED 05/19/2022

Dealer Name: North Central Emergency Vehicles

Salesperson: Mark Clemens

Customer Name: Moline Fire Department
& Address 1630 8th Ave
Moline, IL 61265

Shipping Address: _____

Fleet Number: QD482

Contact Name: Travis Noyd
Deputy Chief-EMS

Email: tnoyd@moline.il.us

Phone: _____

Fax: _____

Chassis Type: Ford F-550 4x4 Gas

Osage Unit #: _____

VIN: _____

Qty			Total
	CHEVROLET G-SERIES TYPE III - 2024 CHASSIS ONLY		
	Chevy G3500, 139" WB - Gas	EST	
	Chevy G4500, 159" WB - Gas	EST	
	CHEVROLET G-SERIES TYPE III - 2024 CONVERSION ONLY		
	Chevrolet 2148 Warrior		
	Chevrolet 2168 Super Warrior		
	FORD E-SERIES TYPE III - 2024 CHASSIS ONLY		
	Ford E350, 138" WB - GAS	EST	
	Ford E450, 158" WB - GAS	EST	
	FORD E-SERIES TYPE III - 2024 CONVERSION ONLY		
	Ford 2148 Warrior		
	Ford 2168 Super Warrior		
	MERCEDES-BENZ SPRINTER - 2024 CHASSIS ONLY		
	Mercedes-Benz Sprinter Diesel Chassis	EST	
	MERCEDES-BENZ SPRINTER - 2024 CONVERSION ONLY		
	Mercedes-Benz Sprinter 2148 Warrior III		
	FORD F-SERIES TYPE I - 2024 w/UREA - D.E.F. - CHASSIS ONLY		
	(Call for Chassis Availability)		
	F-450, 169" WB, 4x2	EST	
	F-450, 169" WB, 4x4	EST	
	F-550, 193" WB, 4x2	EST	
	F-550, 193" WB, 4x4	EST	
	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)		
	Option: Add Front Liquid Spring		
	Option: Add Aluminum Wheels		
	FORD F-SERIES TYPE I - 2024 GAS - CHASSIS ONLY		
	(Call for Chassis Availability)		
	F-450, 169" WB, 4x2	EST	
	F-450, 169" WB, 4x4	EST	
	F-550, 193" WB, 4x2	EST	
<u>1</u>	F-550, 193" WB, 4x4	EST	<u>\$52,145.00</u>
<u>1</u>	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)		<u>\$10,350.00</u>
	Option: Add Front Liquid Spring		
	Option: Add Aluminum Wheels		
	FORD F-SERIES TYPE I - 2024 CONVERSION ONLY		
	Ford 2148 Warrior		
<u>1</u>	Ford 2168 Super Warrior		<u>\$139,861.00</u>

RAM TYPE I w/UREA - 2024 CHASSIS ONLY

Ram 4500, 168" WB, 4x2	EST
Ram 4500, 168" WB, 4x4	EST
Ram 5500, 192" WB, 4x2	EST
Ram 5500, 192" WB, 4x4	EST
Option: Liquid Spring Suspension	
Option: Add Front Liquid Spring	
Option: Add Aluminum Wheels	

RAM TYPE I - 2024 GAS - CHASSIS ONLY

Ram 4500, 168" WB, 4x2	EST
Ram 4500, 168" WB, 4x4	EST
Ram 5500, 192" WB, 4x2	EST
Ram 5500, 192" WB, 4x4	EST
Option: Liquid Spring Suspension	
Option: Add Front Liquid Spring	
Option: Add Aluminum Wheels	

RAM TYPE I 2024 CONVERSION ONLY

Ram 2148 Warrior
Ram 2168 Super Warrior

CHEVROLET TYPE I - 2024 CHASSIS ONLY

Chevy 5500, 189" WB, 4x2 w/Liquid Spring (Includes TM-21 A/C Compressor) EST
Chevy 5500, 189" WB, 4x4 w/Liquid Spring (Includes TM-21 A/C Compressor) EST

CHEVROLET TYPE I 2024 CONVERSION ONLY

Chevy 2168 Super Warrior (172" body, front mount condenser, cab steps included)

Freightliner / International TYPE I - 2024 CONVERSION ONLY

2168/Freightliner / International Med-Duty
--

MODULE

- Warrior: 148" L x 68" Headroom
 - Super Warrior: 168" L x 72" Headroom
 - Aluminum Diamond Plate Running Boards
 - Rear Mud Flaps
 - Totally "Seamless" Body Construction
 - Exterior Side & Roof Panels .125" Aluminum
 - One-Piece Exterior Side Panels
 - One-Piece Crowned Roof
 - Frame Members 2" x 2" Aluminum Tubing
 - Frame Members on 12" Centers or Less
 - Diamond Plate Shields:
 - Across Lower Rear of Body
 - Across Lower Front of Body
 - Lower 1/3 of Entry Doors
 - All Exterior Doors "Pan-Formed" / Extruded Double Break Construction
- All Body Openings "Seamless"
 - All Door Latches Mounted Behind Gaskets
 - Exterior Compartment @ Front Left for Storage of Oxygen Tank and Back Boards
 - Exterior Compartment Adjustable Shelving
 - Exterior Compartment Lighting
 - Cast "Grabber" Door Holders
 - Lower Body Impact Rub Rails
 - Polished Stainless Steel Fenderettes
 - Flip-up Rear Step Bumper w/ 4" x 18" Dock Bumpers
 - Automotive Undercoating

WARNING SYSTEM

- Two Red Whelen ION-T Mounted in grill
 - Four Red Whelen ION-T Intersection Lights Mounted in Front and Rear Fenders
 - Eight Red LED Whelen 9x7 Modular Lights
 - One Clear LED Whelen 9x7 Front Modular Light
 - One Amber LED Whelen 9x7 Rear Modular Light
 - Two LED Whelen 9x7 Scene Lights Per Side
- Two LED Whelen 9x7 Rear Load Lights
 - Primary / Secondary Switching
 - Whelen 295 SLSA1 Siren
 - Siren / Horn Switch
 - Cast Siren Speaker
 - Rear DOT Lighting Whelen LED 4x6 w/ Chrome Flanges: Red Tail / Brake, Amber Arrow Turn
 - Reverse are LED

PAINT & MARKINGS

- 8" Belt Line Paint Stripe
 - Base Coat / Clear Coat Modular Paint
- "No Smoking" & "Fasten Seat Belt" Signs
 - Ambulance / Star-of-Life Decals

ELECTRICAL

- Digital Voltmeter
 - Audible Low-Voltage Alarm
 - Weldon V-Mux Electrical System w/ Load Management & Sequencing System
 - Wiring Color-Coded and Heat Embossed Every 6" w/ Function
 - Power Distribution Panel Easily Accessible Via Hinged Access Door in Action Area
 - One Piece Molded Front Switch Console
 - Hinge Mounted Attendant Switch Console
 - Control Console Backlighting Dimmer
- Battery Switch Activated via Ignition Switch
 - Open Door Warning Light
 - Hand Held 300,000 CP Spotlight
 - Whelen Dual Intensity LED Patient Compartment Dome Lights
 - Exterior Weatherproof Shoreline Receptacle
 - Two Interior 110V Duplex Receptacles
 - Two Interior 12V Cigar Style Receptacles
 - One Pre-Wire Antenna Cable
 - Electrical Back-up Alarm

INTERIOR

- All Vertical Corners 1" Radii
 - Stainless Steel Aisle Panel, Left Side, Full Length x 18" x .060"
 - Lon-Plate, non skid Vinyl Flooring Rolled 3" Up Both Sides of the Aisle
 - EMT Seat, Pedestal Mounted Deluxe **Seamless** Vinyl Captains Chair w/3-Pt Belt
 - CPR Seat, three piece, molded contoured cushions
 - Squad Bench
 - Retractable Seat Belts for All Locations
 - Handicap Style, 1 1/2" Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
 - Handicap Style, 1 1/2" Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
 - Padded Bulk-Head Cabinet Doors
 - ALS Compartment w/ In/Out Access
 - 2 Adjustable Shelves in ALS
- R-29 Reflectics Insulation Through-out Module
 - Thermostatically Controlled Patient Compartment Heat & Cool System
 - 3-Speed Manual Fan Control
 - Rear Heat & Cool Unit Mounted Floor Level;
 - * Moisture Drains Directly Through Floor
 - * Short Coolant Circulation Distance
 - * Eliminates Vertical Circulation of Coolant
 - * Unit Easily Accessible for Maintenance
 - Overhead Air Distribution w/ Floor Level Filtered Air Return for Optimum Circulation
 - Two Recessed, Swing-up Dual IV Hangers
 - "Zico" Retaining Bracket for Oxygen "M" Cyl
 - Three "Ohio" Oxygen Outlets
 - SSCOR Suction System
 - Locking Sharps Container (Shipped Loose)
 - Locking Drug Compartment
 - Digital Clock
 - Stryker "Performance Load" Cot Fastener
 - **Seamless Seat Cushions**

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Continued

Qty	Whelen Smart Linear LED's	Total
<u>1</u>	W-15 Additional 900 Solid LED, R, B or A	<u>\$230.00</u>
<u>2</u>	W-16 Additional 900 Solid LED, C	<u>\$530.00</u>
	W-17 Additional 900 Green	
	W-18 Additional 900 R/B or R/A LED	
	W-19 Additional 900 R/C or B/C LED	
	W-20 Upgrade 900 LED to Solid C	
	W-21 Upgrade 900 LED to Green	
	W-22 Upgrade 900 to Split R/B or R/A	
	W-23 Upgrade 900 to Split R/C or B/C	
	W-24 700 LED I.L.O. ION-T, R, B or A	
	W-25 700 LED I.L.O. ION-T R/B or R/A	
	W-26 700 LED I.L.O. ION-T, All or 1/2 Clr	
	W-27 Additional 700 LED R, B or A	
	W-28 Additional 700, R/B or R/A	
	W-29 Additional 700 LED All or 1/2 Clr	
	W-30 Additional 600 LED, R, B or A	
	W-31 Additional 600, R/B or R/A	
	W-32 Additional 600 LED All or 1/2 Clr	
	W-33 Additional 500 LED, R, B or A	
	W-34 Additional 500, R/B or R/A	
	W-35 Additional 500 LED, All or 1/2 Clr	
	W-36 Upgrade 900 to M9 LED, R, B, A, R/B, R/A	
	W-37 Upgrade 900 to M9, All or 1/2 Clear	
	W-38 Additional M9, Red, B, A, R/B, R/A	
	W-39 Additional M9 (All or 1/2 CLR)	
	W-40 Upgrade ION-T to M6 Red, B, A	
	W-41 Upgrade ION-T to M6, R/B, or R/A	
	W-42 Upgrade ION-T to M6 All or 1/2 CLR	
	W-43 Additional M6 LED, R, B or A	
	W-44 Additional M6, R/B or R/A	
	W-45 Additional M6 LED, All or 1/2 Clr	
	W-46 Upgrade ION-T to M7 R, B or A	
	W-47 Upgrade ION-T to M7 R/B, or R/A	
	W-48 Upgrade ION-T to M7 All or 1/2 CLR	
	W-49 Additional M7 LED, R, B or A	
	W-50 Additional M7 LED, R/B, R/A	
	W-51 Additional M7 LED, All or 1/2 Clr	
	W-52 Whelen ION-T, R, B, A	
<u>4</u>	W-53 Whelen ION-T, R/B or R/A	<u>\$720.00</u>
	W-54 Whelen ION-T, All or 1/2 Clr	
<u>8</u>	W-55 Whelen OS Light	<u>\$440.00</u>
<u>8</u>	W-56 Add Any Light to Interior of Door (Add to Light Price)	<u>\$400.00</u>

Specify Flash Pattern to set LED's to _____
 LED's to be: _____ Unsynchronized _____ Synchronized on K Flasher

Qty	Scene Lights	Total
	W-57 Whelen 90COENZR 24-DIODE Scene Light, Additional	
	W-58 Whelen 700 Scene LED Additional	
	W-59 M9 LED Scene, Upgrade	
	W-60 M9 LED Scene, Additional	
	W-61 M7 LED Scene, Upgrade	
	W-62 M7 LED Scene, Additional	
	W-63 Pioneer Single w/Flange, Upgrade PCPSM1C	
	W-64 Pioneer Spot & Flood w/Flange, Upgrade PCPSM2C	
	W-65 Pioneer Single w/Flange, Additional PCPSM1C	
	W-66 Pioneer Spot & Flood w/Flange, Additional PCPSM2C	
	W-67 Upgrade Brake/Tail to M6 (Pair)	
	W-68 Upgrade Turn to M6 (Pair)	
	W-69 Upgrade Reverse to M6 (Pair)	

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Continued

Qty	Siren & Speakers	Total
	W-70 Federal Rumbler (Only Available w/ Federal Siren, Whelen 295 Sirens, Signal #SS700-008, Code 3 VCON & 3997RS, Carson SC-4074 Commander)	
<u>1</u>	W-71 Federal E-Q2B	<u>\$1,510.00</u>
	W-72 Federal PA-300	
	W-73 SA-400-17 w/Mechanical Tone	
	W-74 SA-430 Siren w/ Remote Control Head, Upgrade	
	W-75 SA-441 Siren w/Remote Control Head, Upgrade	
	W-76 SA-441-17F w/Mechanical Tone	
	W-77 295 HFSC9 Dual Tone	
<u>1</u>	W-78 295 HFS2 Remote Head	<u>\$160.00</u>
	W-79 295 HFS7 Remote Head, Dual Amps	
	W-80 Whelen Howler (Only Available w/ Whelen Siren)	
	W-81 Buell Dual Air Horns Mounted Under Front Bumper	
	W-82 Buell #16122 Compressor & # 5440 2nd Tank Upgrade	

Qty	Exterior Lighting	Total
<u>1</u>	W-83 6 x 4 LED Turn Lights w/ Chrome Flanges Mounted Front of Module, (Per Pair)	<u>\$410.00</u>
	W-84 M6 Turn Lights w/Chrome Flanges on Front of Mod (per pair)	
	W-85 Hella Fog Lights	
	W-86 PIAA LED Fog Lights	
	W-87 LED Running Board Lights	
	W-88 Zico LED Under Body Lights (Per Pair)	
	W-89 Zico Angled Reverse Lights White (Per Pair)	
	W-90 Zico Angled Reverse Lights Polished (Per Pair)	
	W-91 Additional LED Compartment Light to LED	
<u>1</u>	W-92 Techniques E-41 LED Strip Lighting in all Compartments	<u>\$650.00</u>

Qty	Additional Emergency & Exterior Lighting & Siren Options & Special Instructions	Total
	NOTE: 7 Front Module 900 lights @ V-Shape per Drawing	<u>\$125.00</u>
	NOTE: Black Flanges on ALL lighting	
	NOTE: 8 Whelen Strip-Lite Plus Series Lights Red/White Per Dwg "Rear Ambulance in Chevrons" Black Flanges	

ELECTRICAL OPTIONS		
Qty	Inverters, Chargers, Batteries, Shorelines & Outlets	Total
	E-01 Pre-Wire for Vanner Inverter with Remote Switch	
<u>1</u>	E-02 Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100	<u>\$1,695.00</u>
	Choose One: Inverter on with ___ Ignition ___ Switch in Rear Panel	
	E-03 Iota P.C. 30 Battery Charger	
	E-04 Iota P.C. 45 Battery Charger (Requires 30 Amp Shoreline)	
	NOTE: BATTERY CHARGER REQUIRED IN KKK-F	
	E-05 Add 2nd 20amp shoreline and circuit	
	E-06 OEM Batteries Mounted in Slide Out Tray in Exterior Battery Compt. (N/A on Type I)	
	E-07 Additional (3rd) Matching Battery (Requires Ordering Exterior Battery Compartment)	
	E-08 Upgrade to Twist Lock 30 Amp Shoreline	
<u>1</u>	E-09 Upgrade to Kussmaul Auto Eject Shoreline Plug, 20 Amp	<u>\$430.00</u>
	E-10 Upgrade to Kussmaul Auto Eject Shoreline Plug, 32 Amp	
<u>1</u>	E-11 Shoreline Indicator at Shoreline	<u>\$225.00</u>
Qty	Outlets & Interior Lighting	Total
<u>3</u>	E-12 110 V Outlet, Additional per Outlet	<u>\$390.00</u>
	12V DC Outlet, Cigar Style, Additional per Outlet	Note: Outlets will be Ignition Hot unless
	E-13 otherwise specified	
	E-14 110/USB Outlet	
<u>2</u>	E-15 Dual USB Outlet	<u>\$210.00</u>
	E-16 Single Overhead Reading Light in Cab	
<u>2</u>	E-17 R/W Dome Light in Cab	<u>\$420.00</u>
	E-18 LED Federal Little Lite	
	E-19 Check-Out Lights, 2 - 12 Volt LED, 36",	
	E-20 Additional LED Check Out Lights (Per Light)	
<u>1</u>	E-21 Interior Cabinet Lighting w/On/Off Switch Mounted in Action Panel (Strip LED)	<u>\$800.00</u>
<u>1</u>	E-22 Power Door Lock Control Head	<u>\$600.00</u>
<u>7</u>	E-23 Power Door Lock Per Door	<u>\$1,120.00</u>
	E-24 LED Lights (3) Above Rear Entry Doors (Brake & Turn)	
<u>9</u>	E-25 Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)	<u>\$135.00</u>
	E-26 Whelen Rectangular LED Domes (Upgrade per Light)	
	E-27 Intertech Round LED Domes (Upgrade per Light)	
<u>1</u>	E-28 Additional Dome Lights (Add to Cost of Upgrade Light, if Ordered)	<u>\$175.00</u>
	E-29 Upgrade Dome to Red/Clear	
	E-30 Upgrade Dome to Blue/Clear	
	E-31 Heart of Chrome Customs UV Light	
Qty	Switches & Secure Idle	Total
	E-32 (3) Switch Auxiliary Panel	
	E-33 Extra Switch & Pre-Wire (Separate From V-MUX System)	
<u>1</u>	E-34 Hidden Switch in Grill for Door Locks	<u>\$175.00</u>
	E-35 Idle Lock Security System	
<u>1</u>	E-36 2nd Switch Panel on Curbside Wall	<u>\$900.00</u>
Qty	Pre-wires, Radios, Intercom, & Clocks	Total
<u>2</u>	E-37 Antenna Pre-Wire, (additional per Pre-Wire)	<u>\$100.00</u>
<u>3</u>	E-38 Pre-Wire & Ground for Radio, (additional per Pre-Wire)	<u>\$180.00</u>
	Install Customer Radio Cable (each)	
<u>4</u>	E-39 Note: Specify Brand of Radio Cable: _____	<u>\$600.00</u>
<u>1</u>	E-40 Install Customer Antenna (each)	<u>\$150.00</u>
<u>4</u>	E-41 Install Customer Radio Head (each)	<u>\$1,000.00</u>
	E-42 Two Radio Speakers in Patient Compartment	
	E-43 Volume Control for Rear Speakers Mounted in Action Area	
<u>1</u>	E-44 Intelli-Tech Time Manager	<u>\$370.00</u>
	E-45 Carbon Monoxide Monitor	

Qty	ELECTRICAL OPTIONS		Total
	Continued		
Qty	V-Mux Options		Total
<u>1</u>	E-46	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis)	<u>nc</u>
<u>1</u>	E-47	Park Brake Override Switch	<u>nc</u>
	E-48	Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)	<u>nc</u>
	E-49	Truck Information Screen (w/Vista IV Upgrade Only)	<u>nc</u>
<u>1</u>	E-50	Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)	<u>nc</u>
<u>1</u>	E-51	Up to 10 Speeds on Exhaust Fans (Off-On is Standard)	<u>nc</u>
<u>1</u>	E-52	Up to 10 Speeds on HVAC Fan	<u>nc</u>
	E-53	Custom Flash Patterns (Specify on Page 9)	<u>nc</u>
<u>1</u>	E-54	Rear Flashers on in Reverse (Specify on Page 9)	<u>nc</u>
<u>1</u>	E-55	Side Scene on in Reverse	<u>nc</u>
<u>1</u>	E-56	Brake Override	<u>nc</u>
	E-57	Custom Load Sequencing (On or Off) (Specify on Page 9)	<u>nc</u>
	E-58	Custom Load Shedding (Specify on Page 9)	<u>nc</u>
	E-59	Upgrade Switches to Vista IV Screens	
	E-60	3rd Vista IV Monitor in Rear	
	E-61	3-Switch Pod & 3-Lights for Silent Intercom	
	E-62	Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)	
	E-63	O2 Sensor for V-MVX System (Requires Ordering M-16) (w/Vista IV Upgrade Only)	
	E-64	Exterior Temperature Readout (w/Vista IV Upgrade Only)	
	E-65	Ammeter Readout (w/Vista IV Upgrade Only)	
Qty	HVAC Systems		Total
	E-66	110V Heater in Patient Compartment w/ 2nd Shoreline	
	E-67	Danhardt 110V Heat/Cool Unit Installed in Squad Bench	
	E-68	Stadco Model CP7 Diesel 6KW Liquid Cooled Generator (S-Warrior Only)	
	E-69	Norcold 1.7 cubic feet Refrigerator	
	E-70	Dometic Refreigerated Drawer CD-030	
	E-71	IV Warmer Pad, (Pet Pad) (110V)	
	E-72	IV Warmer Pad, (Smithworks) (12V)	
	E-73	Digital Thermostat	
	E-74	Auxiliary Condenser	
	E-75	Upcharge to Install Condensor on Front of Module	
	E-76	Rooftop-Mount Condenser	
	E-77	2nd Engine - Driven Compressor	
Qty	Mirrors, Hind-Sight, Backup Camera, & Spotlights		Total
	E-78	Velvac XG2020 Velvac Heat/Remotes, Black ___ White ___ (Black Std. on G-Cuts)	
	E-79	Same As Above, Chrome	
	E-80	Brigade Sonar Backup Assist	
	E-81	Safety Vision Color Reverse Camera	
<u>1</u>	E-82	Safety Vision Color Reverse & Interior Cameras	<u>\$1,145.00</u>
	E-83	Brigade Color Reverse Camera	
	E-84	Brigade Color Reverse and Interior Cameras	
	E-85	Go-Light Wireless Remote Control Roof Mount LED Spotlight, White	
	E-86	Go-Light Wireless Remote Control Roof Mount LED Spotlight, Chrome	

Qty	<div style="border: 1px solid black; padding: 2px; text-align: center;">ELECTRICAL OPTIONS</div> <p style="text-align: center;">Continued</p>	Total
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DEDUCTIONS:

E-87

Qty	<div style="border: 1px solid black; padding: 2px; text-align: center;">Additional Electrical Options & Special Instruction</div>	Total
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<u>1</u>	Med Kool Mecro H	<u>\$3,600.00</u>
<u>1</u>	Install Med Vault per dwg	<u>\$4,350.00</u>

		MEDICAL OPTIONS	
Qty		I.V. & Suction	Total
	M-01	Perko I.V. Clip with Velcro Strap	
	M-02	Recessed Swing-Up Dual I.V. Hanger	
	M-03	I.V. Pole By Action Rear	
	M-04	Sscor VX-2 Portable / Permanent Suction I.L.O. Standard	
Qty		Cot Mounts	Total
	M-05	Ferno Stat-Track I.L.O. Performance Load	
	M-06	Ferno Stat-Track w/ICS	
	M-07	Ferno Inline Cot Mount	
	M-08	Ferno Pro F1 Cot Mount w/ICS	
	M-09	Stryker Performance Load Cot Mount with Inductive Charging	
	M-10	Stryker Universal Floor Plate Only	
	M-11	Stryker Power Load I.L.O. Performance Load	
1	M-12	Install Customer-supplied Power Load	<u>\$1,200.00</u>
	M-13	Install Floor Plate for Mass-Casualty Hook (Does not include Hook)	
	M-14	Install Mass-Casualty Floor Plate & Hook (Does not include Front Antler needed with performance load)	
	M-15	Front Antler for Performance Load Mass-Casualty	
	M-16	Delete Standard Stryker Performance-Load (Demo Order Only)	
		Provide Model Number of Customer's Stretcher _____	
Qty		Oxygen	Total
	M-17	Additional O2 Outlet Over Squad Bench	
1	M-18	O2 Regulator for "M" Tank	<u>\$115.00</u>
2	M-19	O2 Flow Meter /Tube-Type	<u>\$140.00</u>
	M-20	O2 Flow Meter / Dial-Type Flowmeter	
1	M-21	Electric O2 Solenoid w/Switch	<u>\$420.00</u>
	M-22	Amico Digital O2 Gauge w/Regulator	
	M-23	2nd "M" Tank Bracket	
		Zico Hydraulic O2 Bracket (Specify M or H Cylinder)	(Note:Requires M-21 & M-22)
	M-24	This Option Eliminates the O2 Pass-Through	
2	M-25	Zico Portable O2 Bracket QRD2	<u>\$760.00</u>
Qty		Additional Medical Options & Special Instructions	Total
		SELECT STANDARD D _____ or JUMBO D _____	
		NOTE: Move one (1) O2 outlet from Streetside to Curbside	

		INTERIOR OPTIONS		
Qty		Laminate & Vinyl		Total
	I-01	Custom Laminate Color		
	I-02	Custom Vinyl Color		
		Note Provide Colors: Laminate Color: DOVE GRAP (Standard Colors: Dove Grey, Grey Glace, Grey Nebula) Vinyl Color: ASH GRAY (Standard Colors: Cobalt Blue, Wedge Wood Blue, Ash Gray, Desert Rose Red) Lonplate Color: #176 Pewter, #424 Gunmetal, #165 Sapphire		
Qty		Flooring, Aisle, Backboard Slots		Total
	I-03	Lonspeck #SX112 Magnetic Gray		
1	I-04	Lon-Coin Flooring	Note: Provide Color: <u> #150 Black Onyx </u>	\$100.00
		Lon-Plate Flooring, Custom Color	Note: Provide Custom	
	I-05	Color: _____		
	I-06	Composite Subfloor		
Qty		Seating, Squad Bench, EMT, CPR		Total
1	I-07	Swivel Pedestal for EVS Attendant Seat		\$400.00
		<i>Price to Upgrade EMT Seat:</i>		
1	I-08	3-Pt. Child Seat		\$465.00
	I-09	4-Pt. Bucket Seat		
	I-10	4-Pt. Child Seat		
	I-11	5-Pt. Bucket Seat		
	I-12	5-Pt. Child Seat		
	I-13	6-Pt. Bucket Seat		
	I-14	6-Pt. Child Seat		
	I-15	Add Recline to EVS Seat		
	I-16	EVS Mobility I w/3-pt, 1769 Seat <i>NOTE: This Seat Requires 39" From Wall for Swivel</i>		
	I-17	3-Pt 1769 Seat, fixed Pedestal, I.L.O. Bench or CPR		
	I-18	4-Pt 1769 Seat, fixed Pedestal, I.L.O. Bench or CPR		
	I-19	Armrest for EVS Seat (Each)		
		6-Point Seat Belt, Per Position		
1	I-20	Note: Specify Color (If no color is chosen, black will be provided: Black <input checked="" type="checkbox"/> Orange <input type="checkbox"/> Red <input type="checkbox"/> Yellow <input type="checkbox"/>		\$510.00
	I-21	Aluminum Plates in Wall for Future Installation of 6-Pt. Belts (per seating position)		
	I-22	Cargo Net, End of Squad Bench		
	I-23	12" Seat Belt Extension		
	I-24	Seat Belt Monitor (requires sensors below)		
	I-25	Sensor for EVS Seat (per position)		
	I-26	Sensor for 2-Point Belt (per position)		
	I-27	Sensor for 6-Point Belt (per position)		

INTERIOR OPTIONS

Continued

Qty

Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts

Total

Note: Select One of the Following No/Charge Front Console Configurations:

<u>1</u>	Dual Drink Holders	
	Driver's Side Drink Holder Only	
	No Drink Holders will be provided (unless otherwise noted)	
	I-28 Radio/Notebook Cabinet in Cab (Standard Design) (Standard in T-I's)	
<u>1</u>	I-29 Radio/Notebook Cabinet in Cab (Design Required)	<u>\$450.00</u>
	I-30 Customize Console in Type I	
	I-31 Removable Padded Armrests for Console (Pair)	
<u>1</u>	I-32 Aluminum Cabinetry (Requires Spray Coating)	<u>\$7,020.00</u>
	Choose Zolatone Color: _____	
	NOTE: Depending on Cabinet Layout, Varying Amounts of Wood Panels will be used in Construction	
	I-33 Narrow Bulkhead	
	I-34 Cabinet Over Rear Doors	
	Cabinet Over Squad Bench, (Requires 43" Between Bench Cushion & Cabinet) (Standard in 2168)	
	I-35	
	Cabinet over CPR Seat (Requires 43" between Bench Cushion & Cabinet) (Std. in 2168)	
	I-36	
	I-37 On 72" Headroom Units, Drop Bench and CPR Seat 2" Adding 2" to Overhead Cabinets	
	I-38 (WILL ELIMINATE SHARPS & WASTE, AND 02 RECESSED IN BENCH)	
	I-39 Cabinet @ Head of Squad Bench for Portable O2, (Brackets Not Included)	
	Cabinet @ Head of Squad Bench for Portable O2, Recessed Below Floor Level (Brackets Not Included)	
	I-40	
	I-41 Angled Cabinets Forward and AFT of CPR Seat	
	I-42 Tinted Plexiglas in Cabinet Windows	
	I-43 Re-stocking Seals in Cabinet Windows	
<u>2</u>	I-44 Tilt-up Speed Load Cabinet Windows, w/latch (per window)	<u>\$550.00</u>
<u>1</u>	I-45 Interior Access to Exterior Compartment	<u>\$400.00</u>
	I-46 Window Over Squad Bench; 16 x 32 w/Slide - Passenger Side	
	I-47 Window Over Squad Bench; 16 x 32 w/Slide - Driver Side	
	I-48 Sliding Privacy Panel w/Dry Marker Board	
	I-49 Telescoping Marker Board	
	I-50 Solid Mounted Dry Marker Board	
<u>2</u>	I-51 Track-Type Adjustable Shelves in Interior Cabinets, (per shelf)	<u>\$150.00</u>
<u>2</u>	I-52 Fixed Shelf	<u>\$120.00</u>
	I-53 Fixed Divider	
	I-54 Adjustable Divider Track	
	I-55 Adjustable Divider (Requires above track)	
	I-56 Additional Adjustable Shelf & Light in ALS	
	I-57 Monitor Shelf to the Rear of the CPR Seat	
<u>1</u>	I-58 Ceiling HVAC Duct	<u>\$1,550.00</u>
<u>1</u>	I-59 Glove Storage Over Side Entry Door	<u>\$425.00</u>
	I-60 Two (2) Glove Storage Units Over Rear Doors	
<u>1</u>	I-61 Two (2) Glove Storage Recessed Into Rear Entry Doors	<u>\$550.00</u>
<u>1</u>	I-62 Recessed Suction in Left Aisle Wall (No Door)	<u>\$400.00</u>
	I-63 Door For Above	
	I-64 Chevrons on Entry Door Kickplates (Per Door)	
	Color of Chevrons: _____	
	NOTE: Requires EX-35	

INTERIOR OPTIONS

Continued

Qty	Additional Headroom, Crawl Through (Type I), Bariatric Package	Total
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1	I-99	Custom Headroom. Fill in Height <u> 74 </u>	\$700.00
	I-100	Crawl Through to Cab, (Type I)	
	I-101	Move Struts to Ends of Bench	
	I-102	Move Paddle Latches to Ends of Bench	

DEDUCTIONS:

1	I-103	Single Bench Lid	(\$75.00)
	I-104	Delete Gas Struts on Bench	
	I-105	Laminated Counter	

Qty	Additional Interior Options & Special Instructions	Total
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EXTERIOR OPTIONS

Qty	Custom Body Size, Compartments, Doors & Door Window	Total
1	EX-01 Custom body Length. Fill in Length <u>174"</u> <i>Please specify if you want #4 and/or #5 Widened at No Charge</i>	<u>\$800.00</u>
	EX-02 4" Additional Cab Recess	
	EX-03 Additional Exterior Compartment, (per compartment)	
	EX-04 Compartment Over Wheel Well w/ Rollout Drawer	
<u>2</u>	EX-05 Change Exterior Compartment Size	<u>\$750.00</u>
<u>1</u>	EX-06 Side Entry Door Forward Layout	<u>\$400.00</u>
<u>1</u>	EX-07 Shallow-Depth or Staggered-Depth Compartment Deepen #5 2" into Aisle EX-08 <i>Sprinter for 17 3/4" I.D. Depth.</i>	<u>\$400.00</u>
	(NOTE: Only 1 1/2" Available on	
<u>1</u>	EX-09 Double Door on Exterior Compartment ILO Single Door	<u>\$525.00</u>
	EX-10 Recessed Pocket in Exterior Compartment Door	
	EX-11 Sliding Windows in Rear Entry Doors (per pair)	
	EX-12 Lower Window in Entry Doors (each)	
	EX-13 Scorpion Lining in Exterior Compartment (Price Per Compartment)	
	EX-14 Scorpion Shelf	
	EX-15 Scorpion Divider	
	EX-16 Dry Deck All Compartments	
	EX-17 Stairchair Bracket	
	EX-18 Stairchair Bracket on Compartment Door	

Qty	Shelves & Dividers	Total
	EX-19 Adjustable Shelving Unit in Exterior Compartment w/One Shelf up tp 12" wide	
<u>3</u>	EX-20 Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide	<u>\$645.00</u>
	EX-21 Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide	
	EX-22 Additional Shelf in Exterior Compartment up to 12" wide	
	EX-23 Additional Shelf in Exterior Compartment 12"-30" wide	
	EX-24 Additional Shelf in Exterior Compartment 30"-48" wide	
	EX-25 Aluminum Backboard Divider	
	EX-26 Adjustable Backboard Divider	
	EX-27 Roll-Out Tray in Comp.	
	EX-28 Additional Backboard Strap	
<u>1</u>	EX-29 Roll-Out Tray w/ Stair Chair bracket	<u>\$950.00</u>

Qty	Rear Bumpers & Entry Steps	Total
	EX-30 Fixed Rear Step Bumper	
	EX-31 Zico Retractable Side Entry Step	
	EX-32 Zico Manual Step	
	EX-33 Recessed Side Entry Step-Well w/ Remove Able Grip-Strut	
	EX-34 Stainless Kick Plates on Entry Doors (three)	
	EX-35 Smooth Aluminum Kickplates (3)	<u>nc</u>
<u>3</u>	EX-36 Dual Interior Emergency Door-Open Handles, Price per Door	<u>\$330.00</u>
	EX-37 Additional Paddle on Dummy Door	
	EX-38 Nylon Retention Strap on Exterior Door	
<u>2</u>	EX-39 Drop Skirt Line 4" from Right Rear Wheel to Right Front Corner, Add 2nd Entry Step	<u>\$1,500.00</u>
<u>3</u>	EX-40 Painted Number Placards	<u>\$675.00</u>

EXTERIOR OPTIONS

Continued

Qty	Rub Rail, Tow Hooks, Mud Flaps, Chains	Total
	EX-41 Rear Tow Hooks (Mounted on Rear Bumper Frame)	
	EX-42 Recessed Rear Tow Hooks	
	EX-43 On-Spot Chains	
	EX-44 Grip Strut Running Boards, (vs. Diamond Plate) Available on RAM Only	<u>nc</u>
<u>1</u>	EX-45 Grip Strut Inserts in Running Boards	<u>\$350.00</u>
	EX-46 Reflective Tape in Rub Rail-- <i>FILL IN COLOR</i> _____	
	EX-47 Clear-View Star-of-Life (Per Window)	
<u>1</u>	EX-48 Stainless Steel Fuel Guard	<u>\$75.00</u>
	EX-49 1pr. Rubber Mud Flaps for Front Wheels	
	EX-50 Taller Front Stone Guards	
	EX-51 Southpark Handle at Side Door	
	EX-52 Buckstop Bumper & Grill Guard, Black	
	EX-53 Buckstop Bumper & Grill Guard, Black (For Medium-Duty)	
	EX-54 Buckstop Bumper Only, Black (For Medium-Duty)	
	EX-55 Ali Arc Bumper	
	EX-56 Thunderstruck Bumper	
	EX-57 Warn Transformer Black Grill Guard w/Center Bar	
	EX-58 Luverne Black Prowler	
	EX-59 Luverne Stainless Prowler Grill Guard	
	EX-60 Cast Fuel Fill Door	
<u>1</u>	EX-61 Rubber Fenderettes	<u>nc</u>
	EX-62 Rubber Rub Rails	
	EX-63 Bilstein Shocks Per Axle	
	<i>DELETE:</i>	
	EX-64 Shelf in #2 Compartment	
<u>1</u>	EX-65 Exterior Compartment	<u>(\$1,000.00)</u>
	EX-66 Divider & Fixed Shelf in #1 or #5	

MISCELLANEOUS OPTIONS

Qty		Total
<u>1</u>	MS-01 Credit for Shipping Spare Tire Loose	<u>(\$50.00)</u>
	MS-02 Ford Jack & Tire Tools (not included in Cutaways)	
<u>2</u>	MS-03 Fire Extinguisher, 5lb	<u>\$190.00</u>
	MS-04 Install Decals	
	MS-05 Delete Decal Package	

EXTENDED WARRANTIES

	MS-06 Extended Electrical Warranty 7-years/100,000	
	MS-07 Extended Cabinet Warranty 15-years/100,000	

**Note: Does Customer Require a Spot for Stryker Stair Chair?
State Dimension and Location**

Additional Exterior & Miscellaneous Options & Special Instructions

Qty		Total

EXTERIOR OPTIONS

(Continued)

Qty	PAINT OPTIONS	Total
	P-01 Second Stripe at Skirtline to Match Beltline	
	P-02 Hockey Stick Design, Single Stripe	
	P-03 Heartbeat Stripe, (Osage Standard Design)	
	P-04 Custom Heartbeat to Match Customers Existing Unit	
	P-05 2nd Stripe, Same Color	
	P-06 2nd Stripe, Different Color	
	P-07 Paint Cab (Door jams included)	
1	P-08 1/2 Red / 1/2 White Cab & Box (Including Door Jams)	<u>\$5,700.00</u>
1	P-09 Red Paint Color, (Additional Materials Cost)	<u>\$630.00</u>
	P-10 Yellow Paint Color (Add Material Cost)	
1	P-11 Wet Sand & Buff	<u>\$3,275.00</u>
	P-12 Westsand & Buff roof	
	P-13 Paint Roof White	
1	P-14 Delete Standard Beltline Paint	<u>(\$525.00)</u>
	P-15 Large SOL on Rear Quarter w/54" Ref. Snake	

Qty	Pinstripe	Total
	P-16 1/4" Reflective Pinstripe	
	P-17 1/2" Reflective Pinstripe	
	P-18 7/8" Reflective Pinstripe	
	P-19 2" & Wider Reflective Stripes, Per Inch of Width	
	P-20 6" 3M Reflective Chevron, One Color	
	P-21 6" 3M Reflective Chevron, Two Alternating Colors	
	P-22 6" Oracal Reflexite Chevron, One Color	
1	P-23 6' Oracal Reflexite Chevron, Two Colors	<u>\$1,700.00</u>
	P-24 6" 3M Diamond Grade Chevron, One Color	
	P-25 6" 3M Diamond Grade Chevrons, Two Alternating Colors	
	P-26 6" Chevron on Rear Doors, One Color	
	P-27 6" Chevron on Rear Doors, Two Colors	
	P-28 6" Oracal Reflexite Chevron on Rear Doors, One Color	
1	P-29 6" Oracal Reflexite Chevron on Rear Doors, Two Colors	<u>\$1,000.00</u>
	P-30 6" Diamond Grade Chevron on Rear Doors, One Color	
	P-31 6" Diamond Grade Chevron on Rear Doors, Two Colors	

***NOTE: Chevrons outside & above Rear Doors
Fill-in Color(s) _____***

NOTE: Pinstripe is One Stripe Above and One Below Standard Band

PROVIDE THE FOLLOWING IF APPLICABLE:

- Primary Paint Color
- Primary Paint Code & MFG
- Secondary Paint Color
- Secondary Paint Code & MFG
- Primary Pinstripe Color
- Secondary Pinstripe Color

Qty	Demo Decals	Total
	P-32 Osage Logo Decal	
	P-33 "Osage" Windshield Decall	

Qty	Additional Paint Options & Special Instructions	Total

Qty

Additional Options & Instructions

Total

1	Osage Black Out Package	
	Scorpion Covered Rub Rails	
	Black Grill From Ford	
	Black door Paddles	
	Paint drip rails appropriate color, Siren Speakers, Vents and Bumpers	
	Running boards, Kick plates, Stone Guards and rear Steps	
	Fuel Fill	
	License Bracket	
	Wheels, Blacked out	
		\$6,925.00

	Options Added	
1	Stryker Power Load System (Pricing based on 2022-23 Pricing from Stryker)	\$23,600.00
		-
1	Moline Fire Graphics Package Allowance	\$5,425.00
1	NCEV Multi Unit Discount (Per Unit based on 3 units)	(\$2,300.00)
1	Ford FIN REBATE (If Available in Model Year)	(\$3,600.00)

ORDER SUMMARY

SUBTOTAL OF OPTIONS: \$	<u>\$97,000.00</u>
(+) BASE PRICE: \$	<u>\$202,356.00</u>
TOTAL UNIT PRICE: \$	<u>\$299,356.00</u>

DELIVERY DATE:

Osage believes the proposed design (identified above with an *) could increase the chance of injury to passengers, and recommends the following:

_____ There would be no additional cost for this change.

_____ The additional charge for this change would be _____

_____ Dealer directs that Osage modify the design as recommended.

_____ Dealer acknowledges the above recommendation, and directs Osage to proceed with the original design.

This recommendation was reviewed with the purchaser, _____

of _____ Date _____

**Endows Responsibility for Full Payment for Unit#
within Three (3) Days of Completion.**

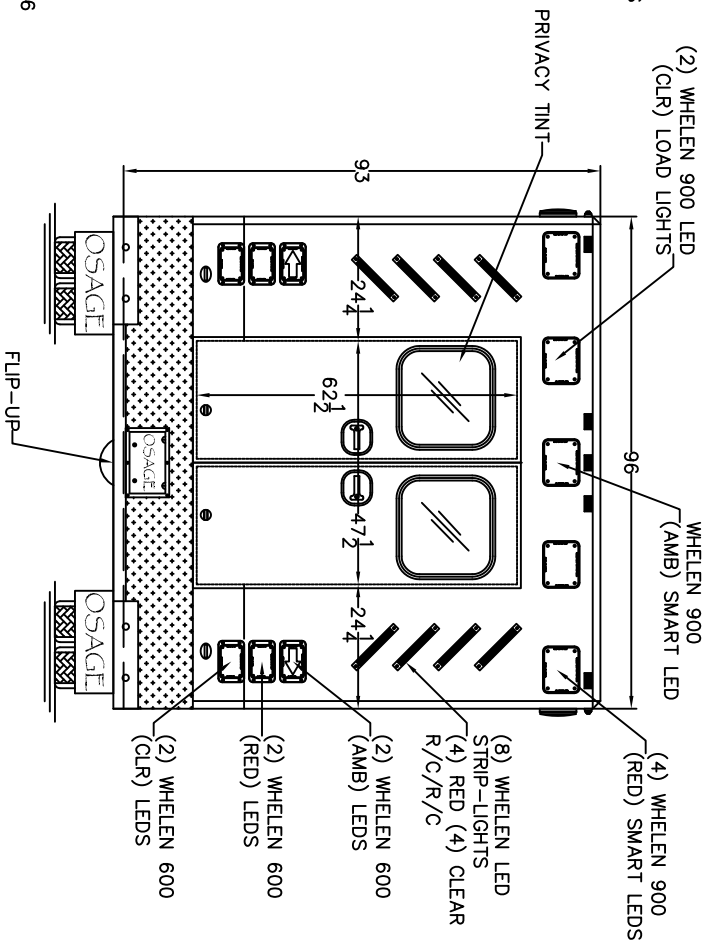
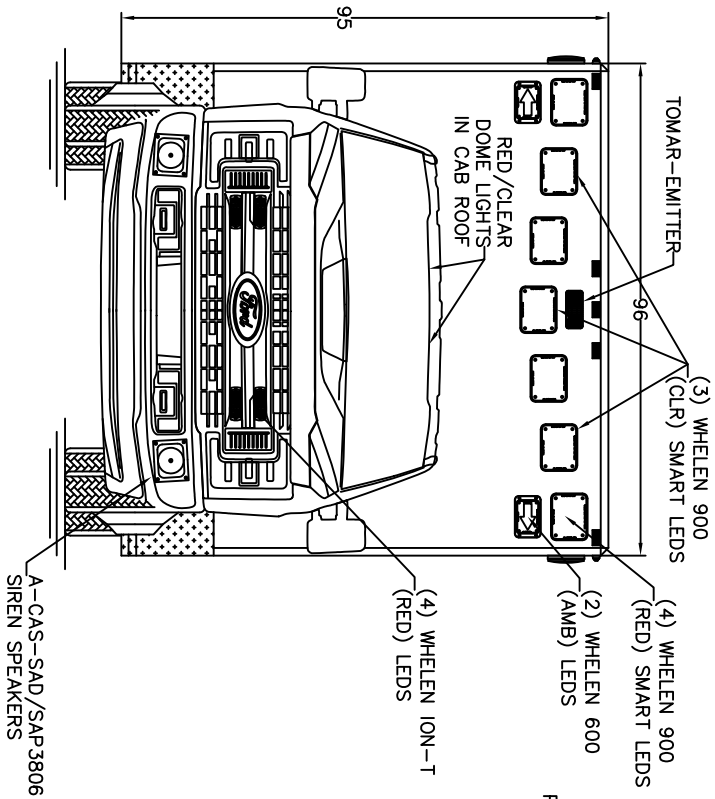
TERMS ARE F.O.B. LINN, MO

**OSAGE AMBULANCE WILL NOT BE RESPONSIBLE FOR THE
PERFORMANCE OF CUSTOMER SUPPLIED OR SPECIFIED PRODUCT.**

**THIS ORDER IS NOT BINDING UNTIL SIGNED BY BOTH AN OSAGE
DEALER, AND/ OR AN AUTHORIZED REPRESENTATIVE FOR AN OSAGE
DEALER, AND AN AUTHORIZED REPRESENTATIVE FOR OSAGE
AMBULANCE.**

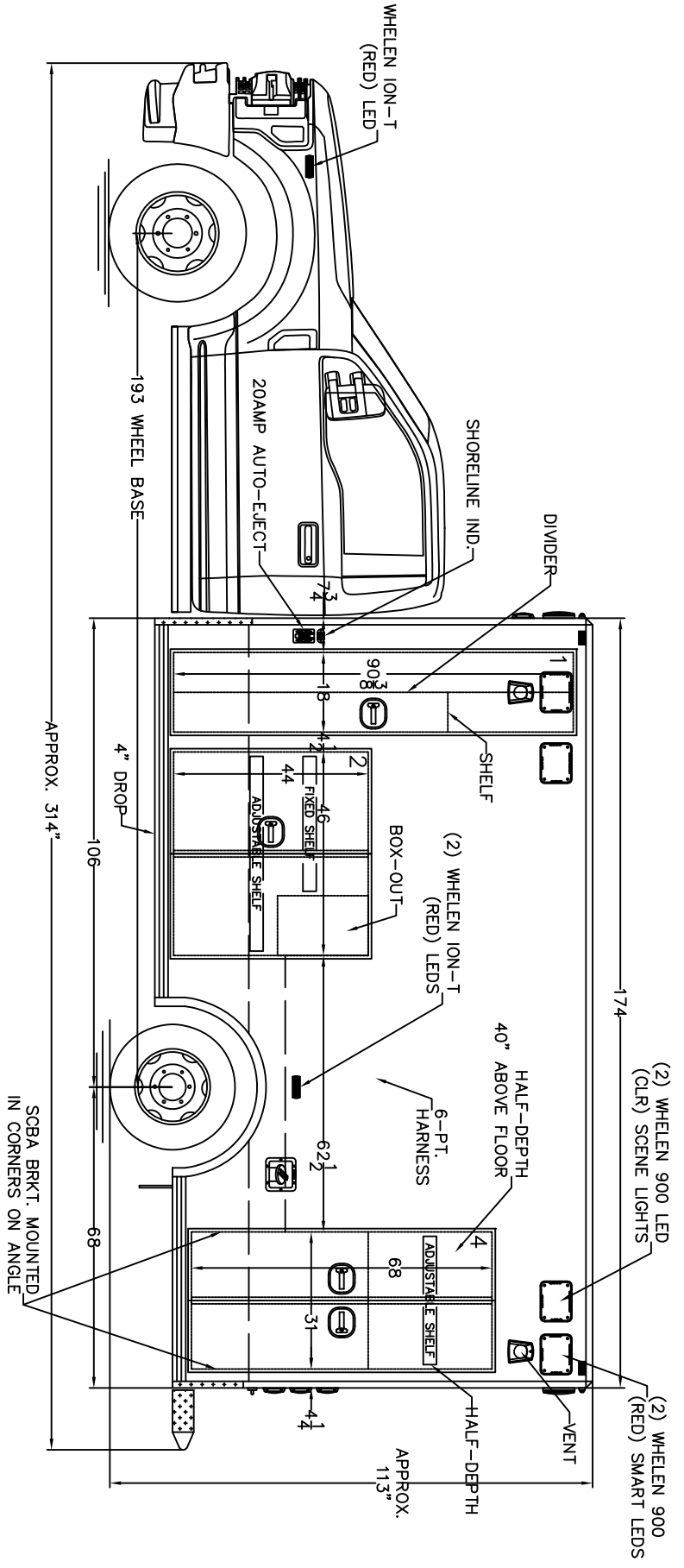
Signature of Osage Dealer or Authorized Agent Date Signed

Signature of Authorized Representative of Osage Ambulance Date Signed



- NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
 - 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2" DEEP.
 - 3.) MODULE DIMENSIONS=17 1/4" L x 96" W x 95" H
 - 4.) INTERIOR MODULE HEAD ROOM=74" H.
 - 5.) ALL 9x7 LIGHTS TO BE WHELEN 900 SERIES LIGHTS.
 - 6.) DOUBLE STAINLESS THRESHOLDS.
 - 7.) STYROFOAM INSULATION, WALLS & CEILING.

3								
2	REVISION DRAFT	04-26-22	SAH					
1	BID DRAFT	03-22-22	SAH					
Rev.#	Revision Description	Date	Rev'd App'vd					
Stock/Job#: Osage Dealer: NORTH CENTRAL End Customer: MOLINE FIRE				Drawing# MOLINE-100 Cust. App'v/Date#		Dealer App'v/Date:		
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.				Drawn By: S.A.H. Date: 03-22-22		Scale: NOT TO SCALE		
Exterior Layout TYPE-1 SUPER-WARRIOR								1

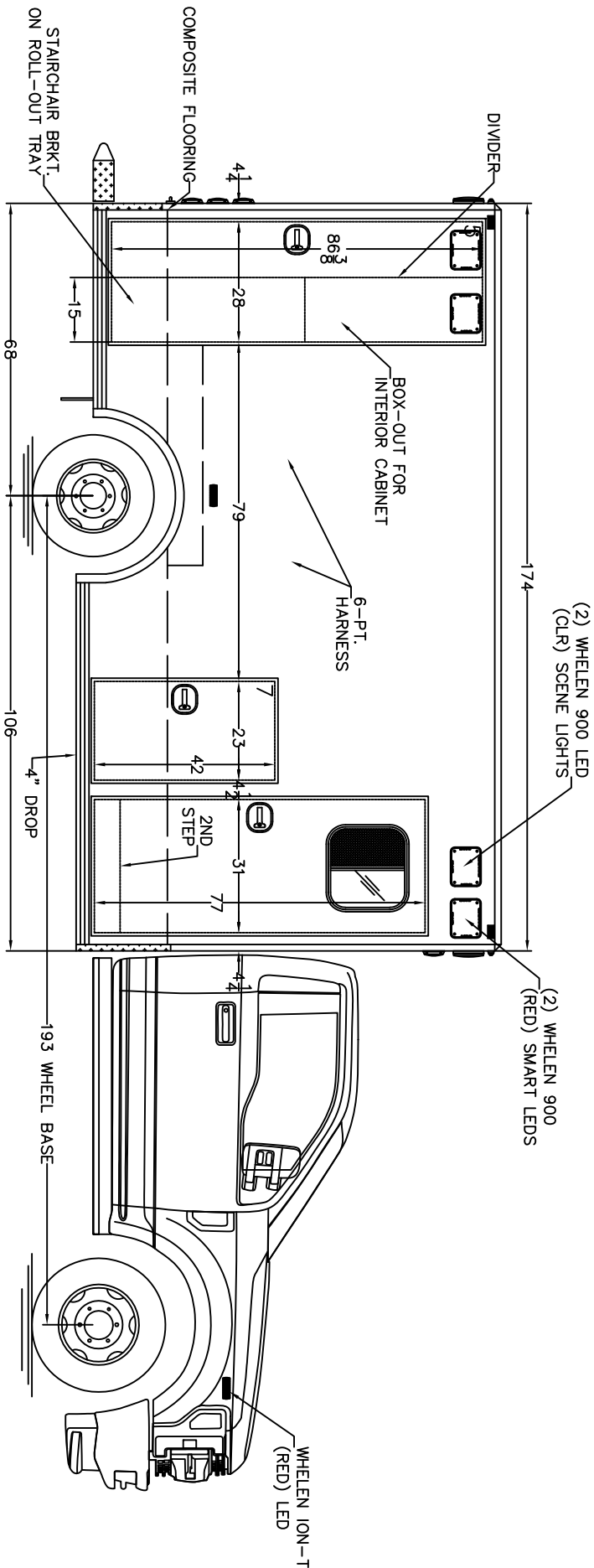


NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2" DEEP.
- 3.) MODULE DIMENSIONS=17.4" L x 96" W x 95" H
- 4.) INTERIOR MODULE HEAD ROOM=74" H.
- 5.) ALL 9x7 LIGHTS TO BE WHELEN 900 SERIES LIGHTS.
- 6.) DOUBLE STAINLESS THRESHOLDS.
- 7.) STYROFOAM INSULATION, WALLS & CEILING.

3									
2	REVISION DRAFT	04-26-22	SAH						
1	BID DRAFT	03-22-22	SAH						
Rev.#	Revision Description	Date	Rev'd	App'vd					
Stock/Job#: _____ Drawing# _____ Cust. App'v/Date# _____ Dealer App'v/Date: _____ Osage Dealer: NORTH CENTRAL MOLINE-100B End Customer: MOLINE FIRE TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051 NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					Drawing Description: EXTERIOR LAYOUT, STREETSIDE TYPE-I SUPER-WARRIOR Drawn By: S.A.H. Date: 03-22-22 Scale: NOT TO SCALE Revision# 1				

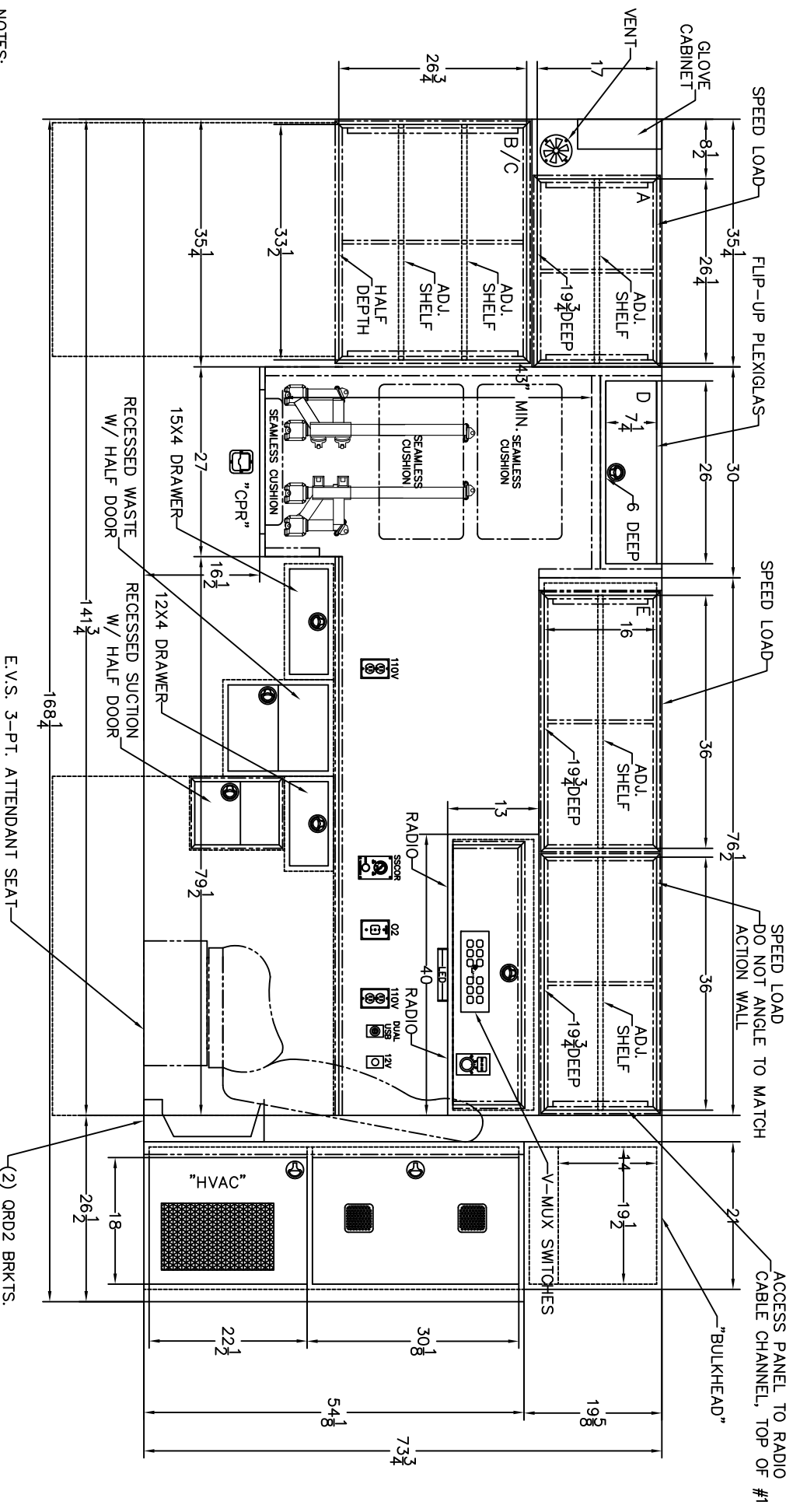


- NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
 - 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
 - 3.) MODULE DIMENSIONS=174"L x 96"W x 95"H
 - 4.) INTERIOR MODULE HEAD ROOM=74"H.
 - 5.) ALL 9x7 LIGHTS TO BE WHELEN 900 SERIES LIGHTS.
 - 6.) DOUBLE STAINLESS THRESHOLDS.
 - 7.) STYROFOAM INSULATION, WALLS & CEILING.

3			
2	REVISION DRAFT	04-26-22	SAH
1	BID DRAFT	03-22-22	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

Stock/Job#:	Drawing#:	Cust. App'v/Date#:	Deal'r App'v/Date:
Osage Dealer: NORTH CENTRAL	MOLINE-100C		
End Customer: MOLINE FIRE	Drawn By: S.A.H.	Date: 03-22-22	Scale: NOT TO SCALE
Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
Drawing Description: EXTERIOR LAYOUT, CURBSIDE TYPE-1 SUPER-WARRIOR			Revision# 1

NOTICE
 This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.

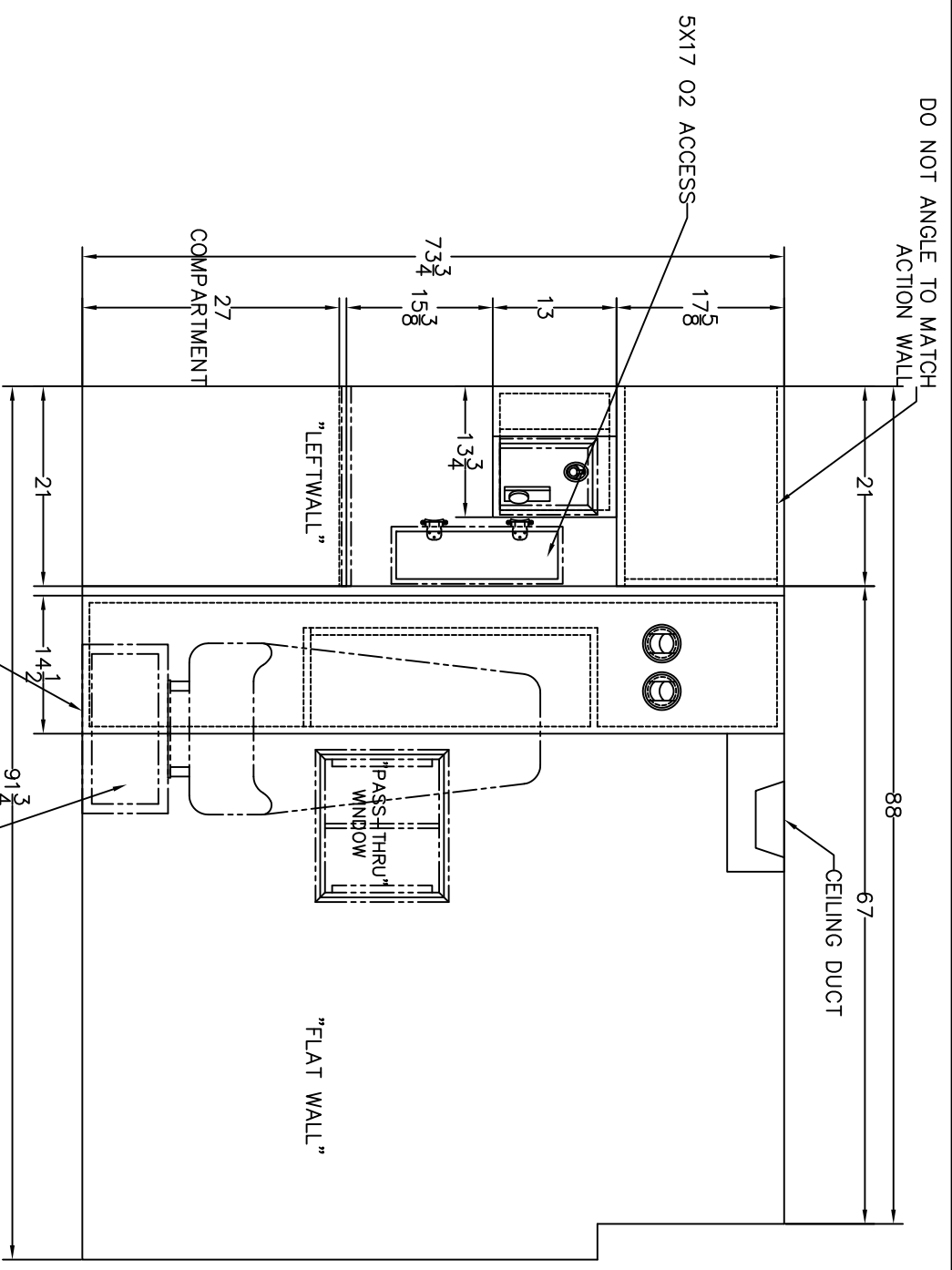


NOTES:
 1.) ALUMINUM CABINETS.
 1.) 174" BODY, 74" HEADROOM.

NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
 NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

3			
2	REVISION DRAFT	04-26-22	SAH
1	BID DRAFT	03-22-22	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: NORTH CENTRAL	MO LINE-101		
End Customer: MO LINE FIRE	Drawn By: S.A.H.	Date: 03-22-22	Scale: NOT TO SCALE
Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description: STREETSIDE INTERIOR TYPE-1 SUPER-WARRIOR	
			Revision#
			1



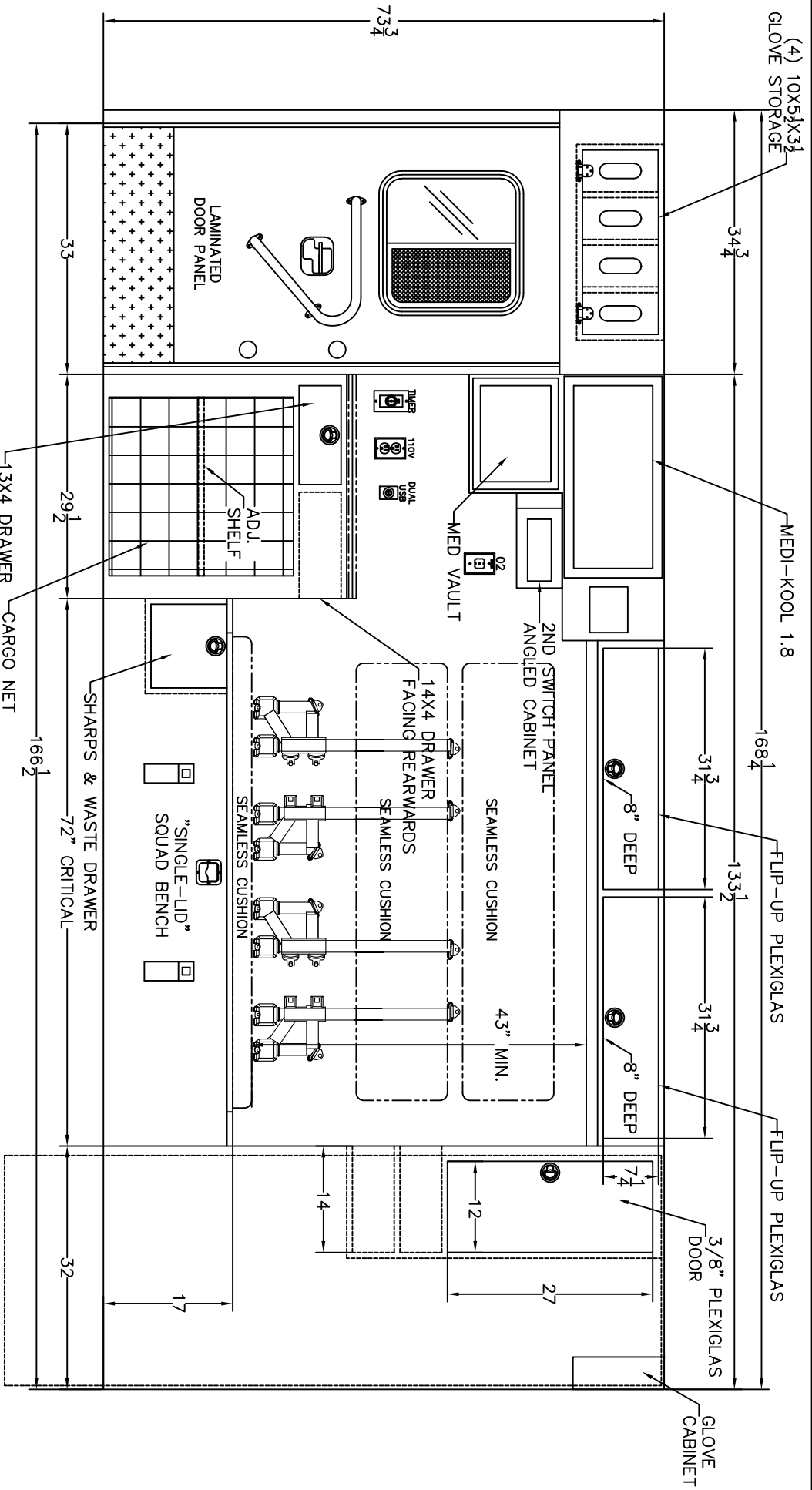
NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
 NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

3				
2	REVISION DRAFT	04-26-22	SAH	
1	BID DRAFT	03-22-22	SAH	
Rev.#	Revision Description	Date	Rev'd App'vd	

Stock/Job#	Drawing#	Cust. App'v/Date#	Decl'r App'v/Date:
Osage Dealer:	MOLINE-102		
End Customer:	MOLINE FIRE		
NOTICE			
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.			
Drawn By:	Date:	Scale:	NOT TO SCALE
S.A.H.	03-22-22		
Drawing Description:		Revision#	
FORWARD INTERIOR TYPE-I SUPER-WARRIOR		1	

Osage Industries, Inc.
 P.O. BOX 718
 LINN, MO. 65051

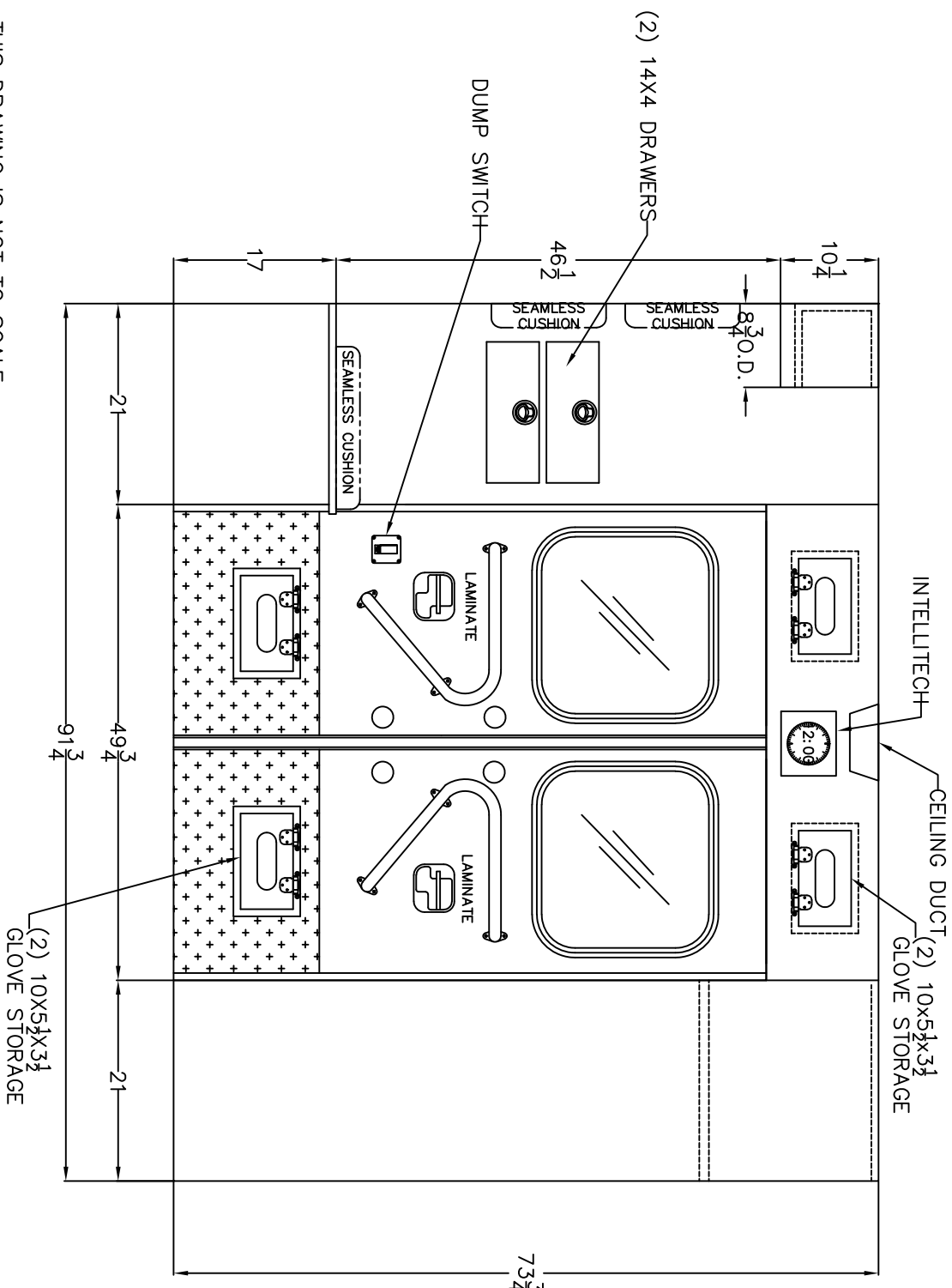
E.V.S. 3-PT. ATTENDANT SEAT
 PORTABLE 02
 (2) QRD2 BRKTS.



NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

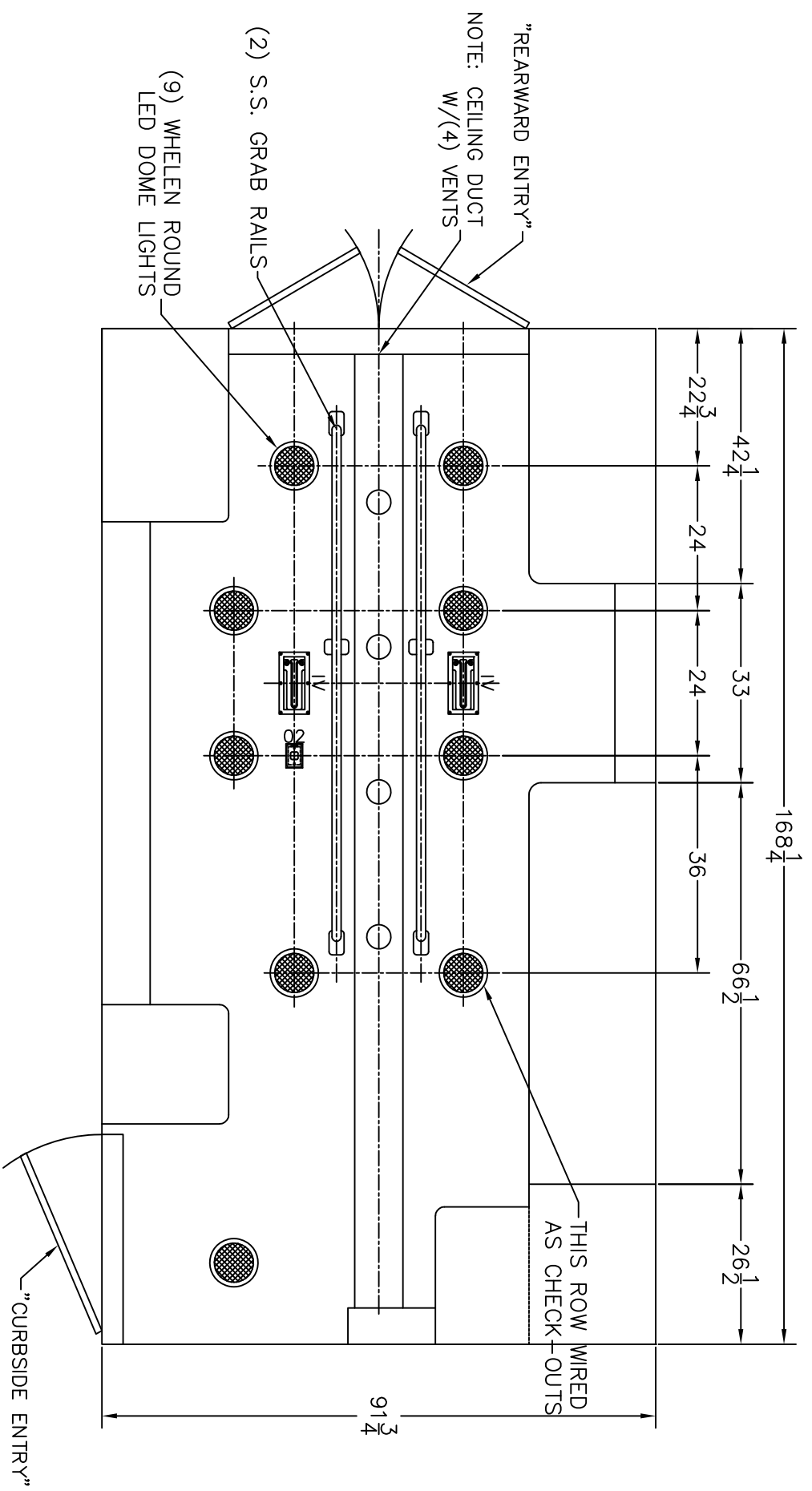
NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

3								
2	REVISION DRAFT	04-26-22	SAH					
1	BID DRAFT	03-22-22	SAH					
Rev.#	Revision Description	Date	Rev'd	App'vd				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					Osage Industries, Inc. P.O. BOX 718 LINN, MO. 65051			
Stock/Job#		Drawing#		Cust. App'v/Date#		Decl'r App'v/Date:		
Osage Dealer:		MOLINE-103		NORTH CENTRAL				
End Customer:		MOLINE FIRE		TWINRIDGE ROAD				
Drawing Description:		S.A.H.		Date:		Scale:		
CURBSIDE INTERIOR		03-22-22		NOT TO SCALE				
TYPE-I SUPER-WARRIOR								
								Revision#
								1



NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
 NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

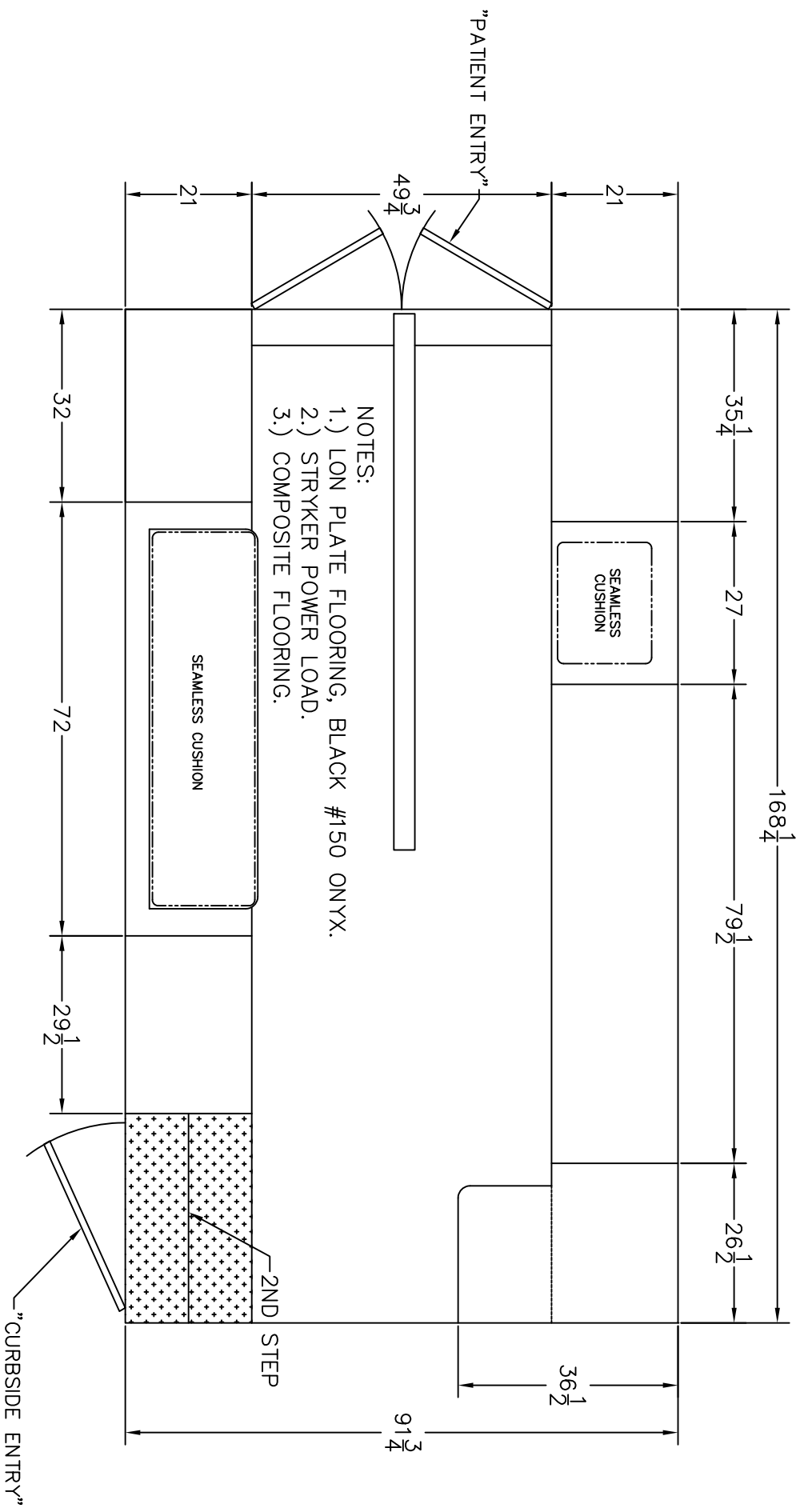
3									
2	REVISION DRAFT	04-26-22	SAH						
1	BID DRAFT	03-22-22	SAH						
Rev.#	Revision Description	Date	Rev'd	App'vd					
Stock/Job#: _____ Osage Dealer: NORTH CENTRAL End Customer: MOLINE FIRE					Drawing# MOLINE-104 Cust. App'v/Date# _____ Dealer App'v/Date: _____				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					Drawn By: S.A.H. Date: 03-22-22 Scale: NOT TO SCALE				
Osage Industries, Inc. TWINRIDGE ROAD P.O. BOX 718 LINN, MO. 65051					REARWARD INTERIOR TYPE-1 SUPER-WARRIOR				
					Revision# 1				



NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED
 PRODUCT MAY VARY.

3			
2	REVISION DRAFT	04-14-22	SAH
1	BID DRAFT	03-22-22	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

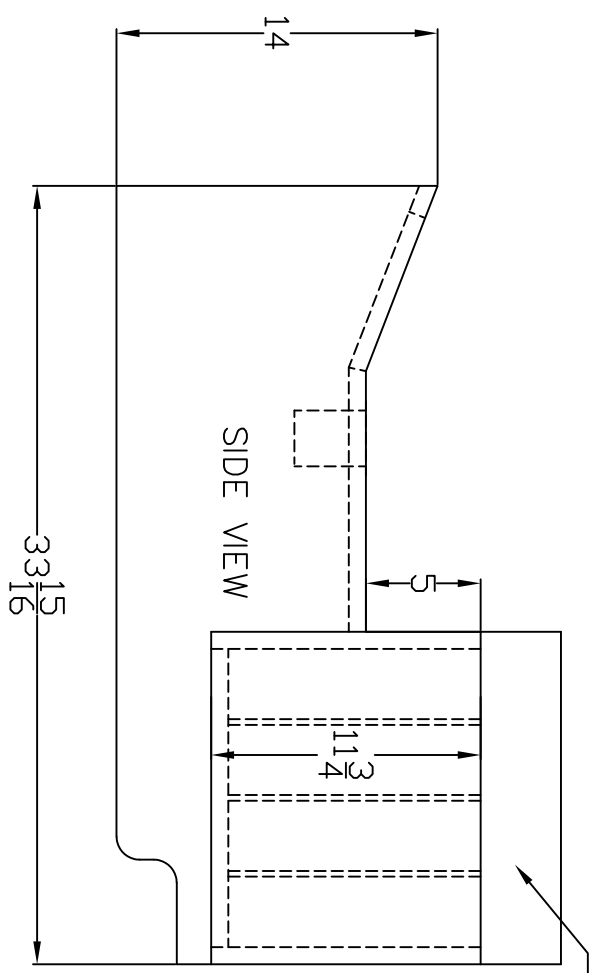
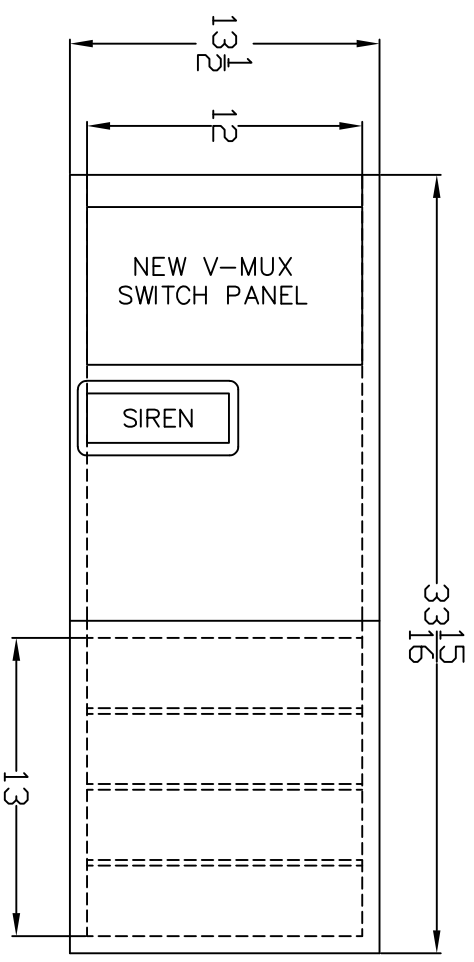
Stock/Job#:	Drawing#	Cust. App'v/Date#	Decl'r App'v/Date:
Osage Dealer:	MOLINE-105		
End Customer:	MOLINE FIRE		
<p>NOTICE</p> <p>This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>			
Drawn By:	Date:	Scale:	
S.A.H.	03-22-22	NOT TO SCALE	
Drawing Description:	<p>Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 63051</p>		
CEILING LAYOUT TYPE-1 SUPER-WARRIOR	Revision#		
	1		



- NOTES:
- 1.) LON PLATE FLOORING, BLACK #150 ONYX.
 - 2.) STRYKER POWER LOAD.
 - 3.) COMPOSITE FLOORING.

NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED
 PRODUCT MAY VARY.

3									
2	REVISION DRAFT	04-26-22	SAH						
1	BID DRAFT	03-22-22	SAH						
Rev.#	Revision Description	Date	Rev'd	App'vd					
Stock/Job#: _____ Osage Dealer: NORTH CENTRAL End Customer: MOLINE FIRE					Drawing# MOLINE-106 Cust. App'v/Date# _____ Dealer App'v/Date: _____				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					Drawn By: S.A.H. Date: 03-22-22 Scale: NOT TO SCALE				
FLOOR LAYOUT TYPE-I SUPER-WARRIOR					Revision# 1				



NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF
 FINISHED PRODUCT MAY VARY.

3									
2									
1	BID DRAFT	03-22-22	SAH						
Rev.#	Revision Description	Date	Rev'd	App'vd					
Stock/Job#: . Osage Dealer: NORTH CENTRAL End Customer: MOLINE FIRE					Drawing# Moline-107 Cust. App'v/Date# . Dealer App'v/Date: .				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					Drawn By: S.A.H. Date: 03-22-22 Scale: NOT TO SCALE				
Osage Industries, Inc. TWINRIDGE ROAD P.O. BOX 718 LINN, MO. 65051					OSAGE RADIO CONSOLE TYPE I, PASS-THROUGH Revision# 1				

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement (“Agreement”) between the City of Moline (“City”) and 3Bros Hospitality, LLC, doing business as Pour Bros Craft Taproom, 1209 4th Avenue, Moline, Illinois, for use of public right-of-way for outdoor dining/beverage service on premises.

SUGGESTED ACTION: Pour Bros Craft Taproom, located within the Element Hotel, wishes to install barrier fencing with tables and chairs for outdoor dining/beverage service in areas to the north and south of the Hotel, as well as utilize the lawn space to the east of the Q for live entertainment and public events.

Staff Recommendation: Approval

Fiscal Impact: TBD

ATTACHMENTS: [08 EXE RES Janine - Pour Bros Licensing Agreement- ATT1 Licensing Agreement.pdf](#)
[08 EXE RES Janine - Pour Bros Licensing Agreement- ATT2 Beer Garden North Face of Building Visible.pdf](#)
[08 EXE RES Janine - Pour Bros Licensing Agreement- ATT3 Beer Garden South Face of Building Visible.pdf](#)
[08 EXE RES Janine - Pour Bros Licensing Agreement- CB.pdf](#)

LICENSEE: 3Bros Hospitality, LLC, dba Pour Bros Craft Taproom –1209 4th Avenue, Suite 2, Moline, IL 61265

LICENSING AGREEMENT

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

The LICENSEE is 3Bros Hospitality, LLC, 1209 4th Avenue, Suite 2, Moline, Illinois, hereinafter called the LICENSEE.

PREMISES: A 13’6” x 63’ area of ROW located on the south side of the Element Hotel, 6 feet from existing landscaping along 4th Avenue between 12th Street and 13th Street; and a 9’6” x 110’ area 5’ from the north side of the Element Hotel; and a 65’ (tapering to 34’) x 138’ lawn area directly east and adjoining the Q at 1209 4th Avenue, Moline, IL, as depicted in greater detail on the attached Exhibits “1” and “2”.

USE: LICENSEE shall be allowed only to: install a barrier fence with tables and chairs for outdoor dining/beverage service on PREMISES.

INTEREST ACQUIRED: LICENSEE acquires only the right to: install a barrier fence with tables and chairs for outdoor dining on PREMISES.

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

TERM: The first term of this Licensing Agreement is from June 7, 2022 to December 31, 2022. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE’ S submission of insurance certification and payment of fees. The City may terminate this Agreement with 24-hour notice for Licensee's failure to comply with the City Code of Ordinances and /or the Outdoor Dining Guidelines.

FEE: The annual usage charge is \$30.00.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE 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.

LICENSEE shall be the primary insured.

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

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

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

LICENSEE:

By: _____
Licensee

Date: _____

Address and Telephone:

CITY OF MOLINE, ILLINOIS:

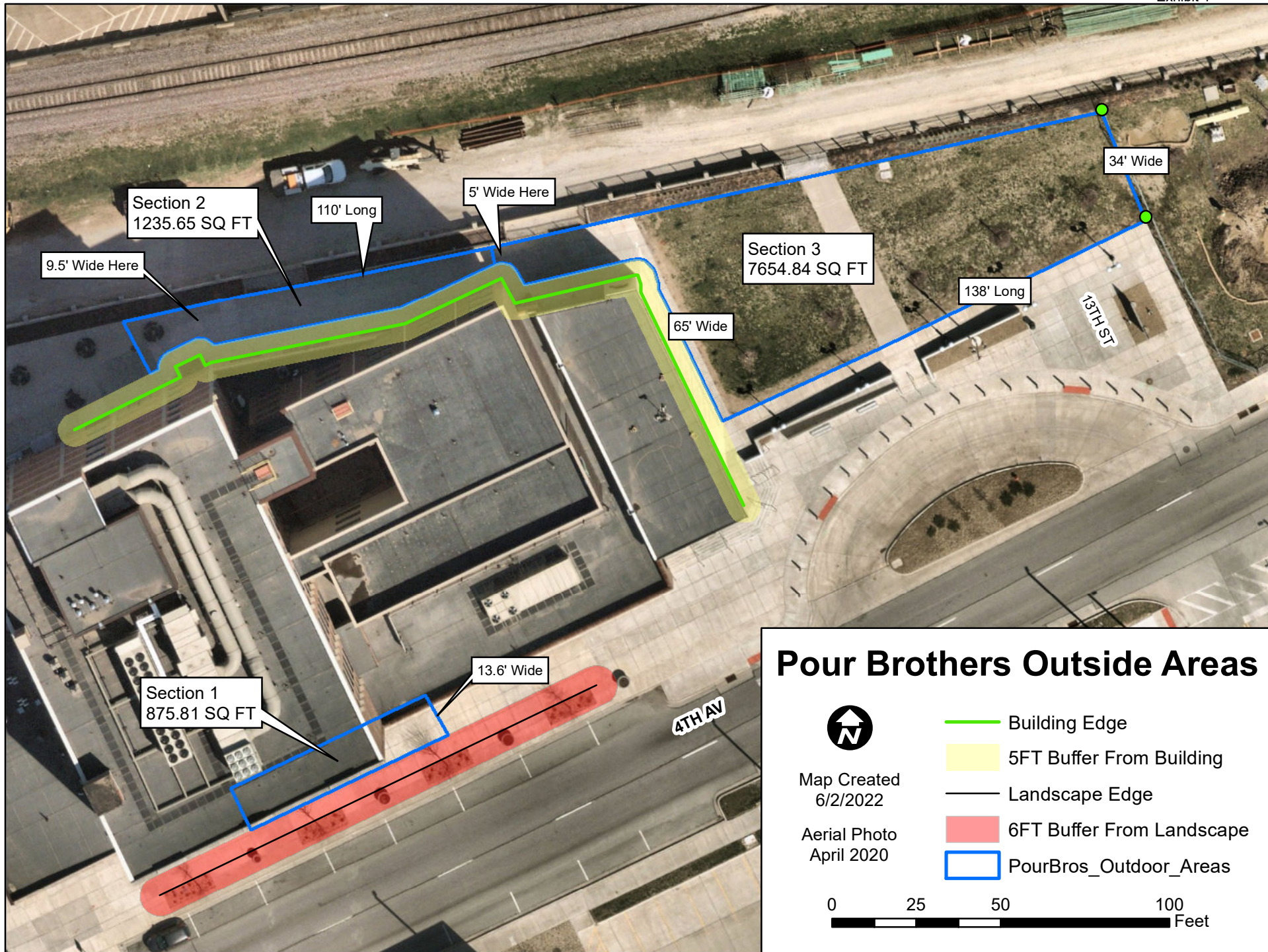
By: _____
Mayor

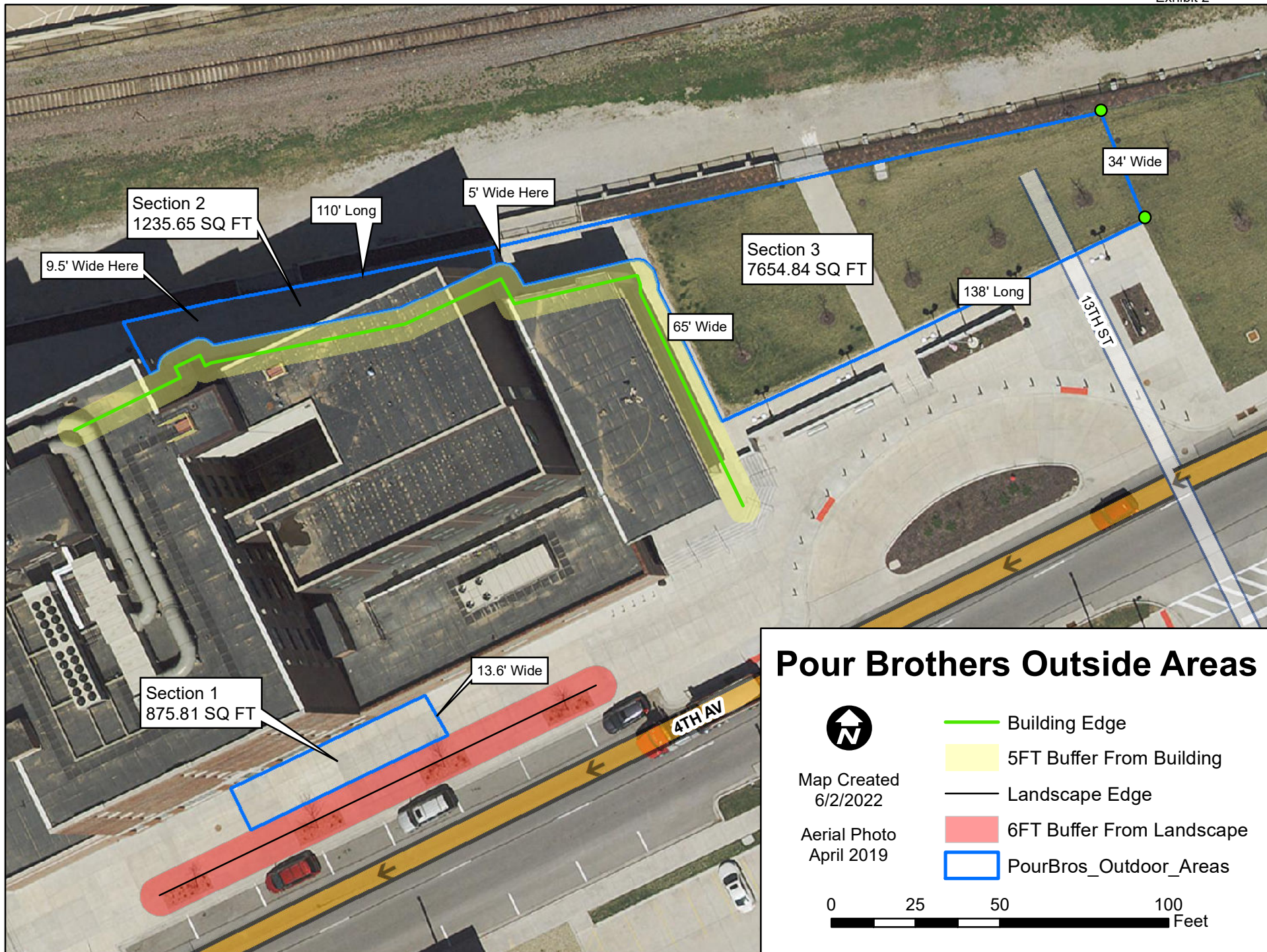
Attest: _____
City Clerk

STATE OF ILLINOIS:

By: _____

Attest: _____





Council Bill/Resolution No. 1110-2022

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Licensing Agreement (“Agreement”) between the City of Moline (“City”) and 3Bros Hospitality, LLC, doing business as Pour Bros Craft Taproom, 1209 4th Avenue, Moline, Illinois, for use of public right-of-way for outdoor dining/beverage service on premises.

WHEREAS, 3Bros Hospitality, doing business as Pour Bros Craft Taproom, wishes to provide outdoor dining/beverage service on premises at 1209 4th Avenue, Moline; and

WHEREAS, City staff have reviewed the site and determined that the proposed use of public right-of-way is in the best interest of the City, its residents and neighboring businesses; and

WHEREAS, In partnership with said business owners, City staff will ensure adherence to local and state regulations and policies.

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 and attest to a Licensing Agreement (“Agreement”) between the City of Moline (“City”) and 3Bros Hospitality, LLC, doing business as Pour Bros Craft Taproom, 1209 4th Avenue, Moline, Illinois, for use of public right-of-way for outdoor dining/beverage service on premises; provided said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A.”

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022

Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____

City Clerk

COW/COUNCIL ACTION REPORT

June 7, 2022

An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, by enacting thereto amendment of the Zoning Map, incorporated therein as Section 35-3103, regarding a request by Doric Lodge for rezoning the property at 5020 47th Avenue to R-2 (One-Family Residence).

SUGGESTED ACTION:

ATTACHMENTS:

[3010-2022 PLA ORD-Claire-Foley-Doric Lodge Rezoning-CBxg.docx](#)

[3010-2022 PLA ORD-Claire-Foley-Doric Lodge Rezoning-EXP.docx](#)

[3010-2022 PLA ORD-Claire-Foley-Doric Lodge Rezoning-ATT1.pdf](#)

[3010-2022 PLA ORD-Claire-Foley-Doric Lodge Rezoning-ATT2.pdf](#)

[3010-2022 PLA ORD-Claire-Foley-Doric Lodge Rezoning-ATT3.pdf](#)

[3010-2022 PLA ORD-Claire-Foley-Doric Lodge Rezoning-ATT4-Memo.docx](#)

Council Bill/General Ordinance No.

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, by enacting an amendment to the Zoning Map, incorporated therein as Section 35-3103 (5020 47th Avenue).

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 finds and declares that a change from C-2 (Conservation District) to R-2 (One-Family Residence District) 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 Chapter 35, “Zoning and Land Development,” of the Moline Code of Ordinances (hereinafter “Moline Zoning and Land Development Code”).

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 C-2 (Conservation District), as provided in Section 35-3209 of said Zoning and Land Development Code, to zoning classification R-2 (One-Family Residence District), as provided in Section 35-3204 of said Zoning and Land Development Code.

2.19 acres within an 11.17-acre tract of land, located south of 47th Avenue and east of 48th Street “A”, improved with an office institutional building addressed as 5020 47th Avenue (PIN 17-14-113-078).

Section 2 – That the City Planner is hereby directed to amend the Zoning Map as provided in Section 35-3103 of the Moline Zoning and Land Development Code 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 R-2 (One-Family Residence District).

Section 3 – That the foregoing amendment to the Moline Zoning and Land Development Code was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning and Land Development Code, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

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

June 7, 2022

Passed: _____
June 7, 2022

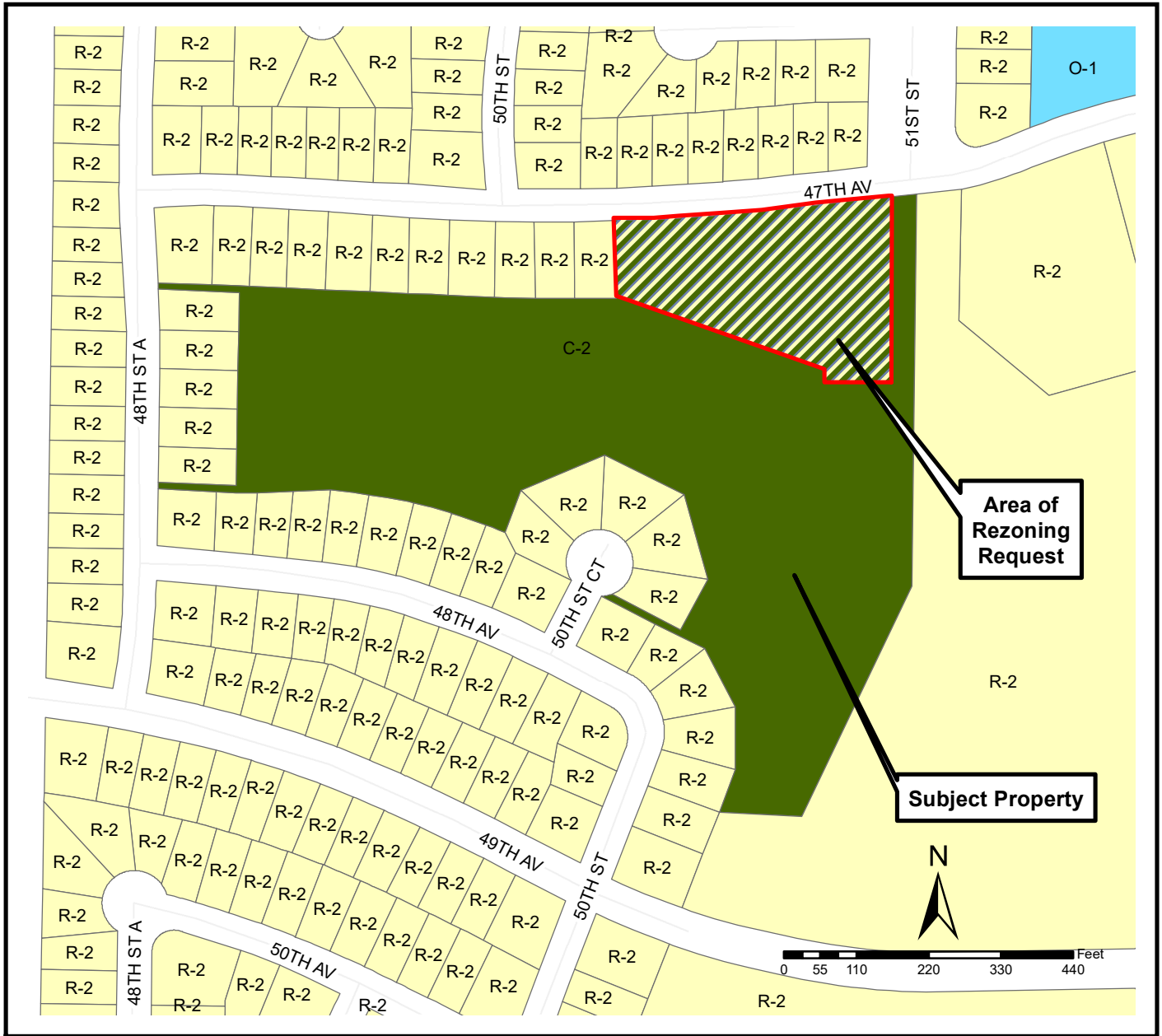
Approved: _____
June 28, 2022

Attest: _____
City Clerk

An Ordinance amending the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103. (Seán Foley, City Planner)

Explanation: This Ordinance approves a request for rezoning from C-2 (Conservation District) to R-2 (One-Family Residence District) of a 2.19-acre tract of land located at 5020 47th Avenue, Moline, Illinois. The overall subject property, owned by the applicant, consists of 11.17 acres and is currently being used as a meeting hall/lodge with a lake and open space. Originally, the petitioners proposed to rezone the entire 11.17-acre tract from C-2 to R-2. However, at the Plan Commission public hearing, held on March 23, 2022, neighbors objected to rezoning of the lake-covered area. The petitioner then proposed to reduce the area of rezoning, held a neighborhood informational meeting on April 11, 2022, and thereafter came back to the Plan Commission on April 13, 2022, with a proposed rezoning area reduced to 2.19 acres. No persons present at the Plan Commission hearing objected to the reduced rezoning area. The petitioners' stated proposal is to subdivide the 2.19 acres to provide one single-family residential lot, one lot to be used for the existing lodge, and the remainder 8.97 acres of the property that they own to remain zoned C-2, undeveloped and mostly water-covered. Under the current C-2 zoning district bulk standards, the minimum lot area for residential uses is 15 acres (Table 35-3201.1); therefore, no residence can be built on that remainder portion of the 8.97 acres without an application for further zoning relief and a public hearing. The Plan Commission voted unanimously to recommend approval the rezoning of the 2.19 acres to R-2 (One-Family Residence) at their April 13, 2022, meeting.

Staff Recommendation:	Approval
Fiscal Impact:	N/A
Public Notice/Recording:	Public Notice given on April 5, 2022



2022-02 PC – REZONING REQUEST

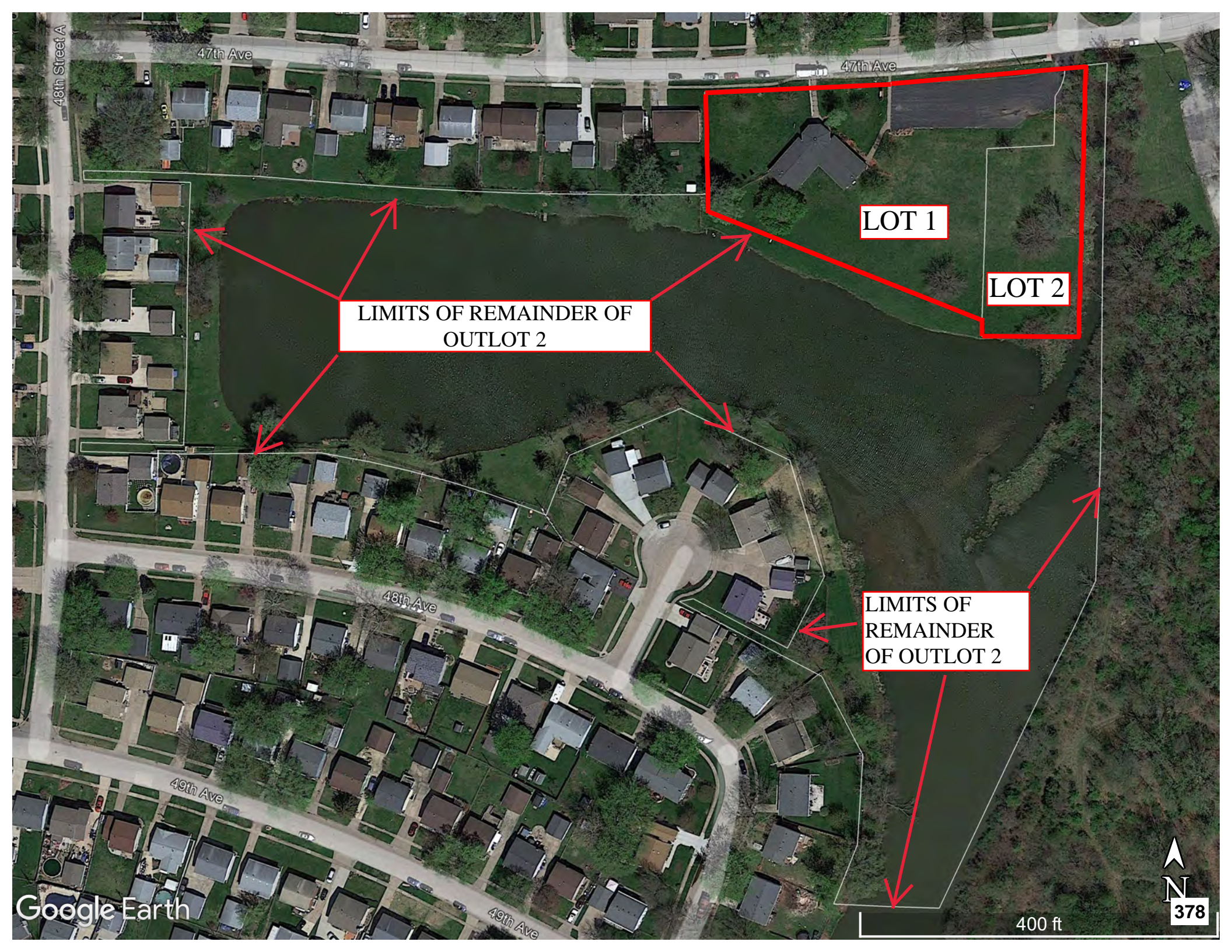
Applicant: Doric Lodge #319 AF & AM
 Property PIN: 17-14-113-078
 Property Address: 5020 47th Avenue
 Acres: 11.17 (owned) 2.19 (proposed rezoning)

Requested change:
 From: "C-2" Conservation District
 To: "R-2" One-Family Residence District

PLAN COMMISSION: 2022 April 13th

Map: Community and Economic Development Department

ZONING	
	"R-2" One-Family Residence District
	"R-2" PUD One-Family Residence
	"R-4" One to Six Family Dwelling District
	"R-6" Multi-Family Residence District
	"R-6" PUD Multi-Family Residence District Planned Unit Development
	"R-7" Mobile Home Park District
	"B-1" Neighborhood Business District
	"B-2" Central Business District
	"B-3" Community Business District
	"B-3" PUD Community Business District
	"B-4" Highway/Intensive Business District
	"B-4" PUD Highway/Intensive Business District Planned Unit Development
	"I-1" Light Industrial District
	"I-2" General Industrial District
	"NC" Neighborhood Center District
	"O-1" Office District
	"ORT" Office/Research Park and Technology District
	"AG-2" General Agricultural District
	"C-2" Conservation District



48th Street A

47th Ave

47th Ave

LOT 1

LOT 2

LIMITS OF REMAINDER OF OUTLOT 2

LIMITS OF REMAINDER OF OUTLOT 2

48th Ave

49th Ave

49th Ave

Google Earth

400 ft

N
378

REZONING EXHIBIT

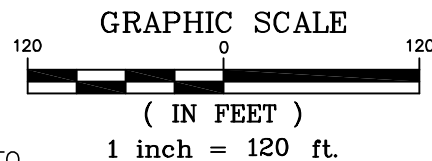
LOTS #1 and #2, BEING PART OF OUTLOT 2 IN THE THIRD ADDITION TO HERITAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN PLAT BOOK 38, PAGE 135 ON JUNE 17, 1963; CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS

REMAINDER OF OUTLOT 2
17-14-113-078
8.97 Acres

PROPOSED LOTS #1 and #2,
BEING PART OF OUTLOT 2 IN THE
THIRD ADDITION TO HERITAGE
SUBDIVISION, TO BE SUBMITTED
FOR APPROVAL AS A
RESUBDIVISION OF SAID OUTLOT,
TO BE NAMED:

GNATOVICH LAKE
VIEW ADDITION

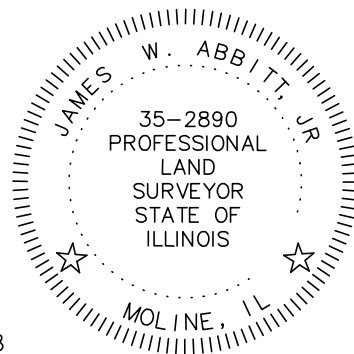
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	4195.22'	132.74'	132.73'	N 86°21'51" W
C2	4252.31'	330.38'	330.30'	N 89°29'53" W
C3	1197.25'	240.19'	239.79'	S 75°55'34" E
C5	4137.31'	354.46'	354.35'	N 85°49'12" E
C6	1040.00'	155.05'	154.91'	N 74°41'30" W
C7	1040.61'	90.67'	90.64'	N 83°07'03" W



I HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY AND IT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT I AM A PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

JAMES W. ABBITT, JR. IPLS NO. 35-2890
MY LICENSE EXPIRES NOVEMBER 30, 2022

DATE: _____
PROFESSIONAL DESIGN FIRM NO. 184.008195-008



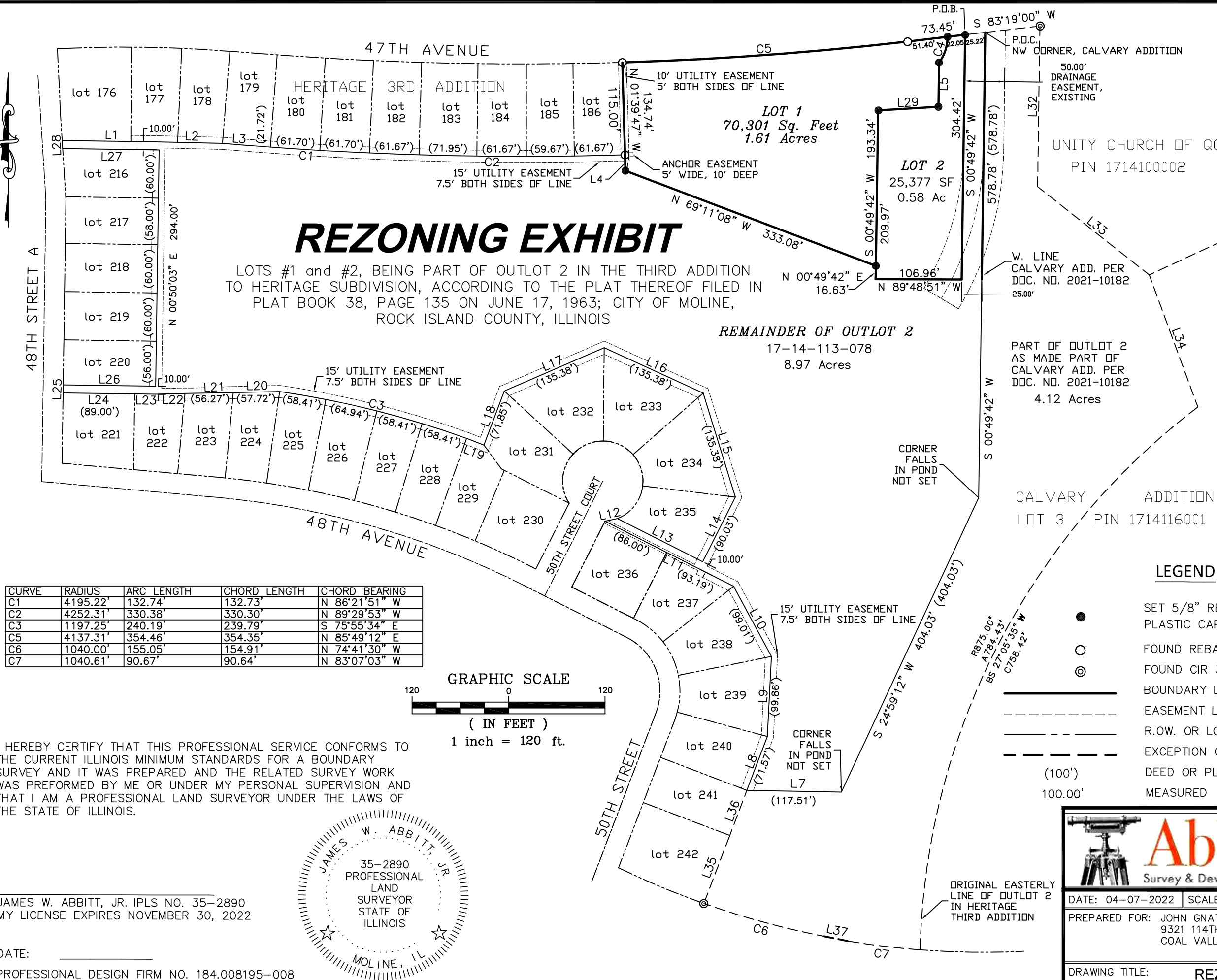
Abbit
Survey & Development, PLLC

ABBITT SURVEY & DEVELOPMENT, PLLC.
4900 38TH AVE. SUITE 1
MOLINE, ILLINOIS 61265
PH. 309-524-3124

DATE: 04-07-2022	SCALE: 1" = 120'	DRAWN BY: SEM	CHECKED BY: JWA
PREPARED FOR: JOHN GNATOVICH 9321 114TH STREET COAL VALLEY, IL 61240		PAGE: 1 OF 1	
DRAWING TITLE: REZONING EXHIBIT		DRAWING No.: 21-320-MO-B-GNATOVICH	

LINE	BEARING	DISTANCE
L1	S 89°09'57" E	120.72'
L2	N 88°38'03" W	78.66'
L5	N 00°50'03" E	90.00'
L6		
L8	S 20°50'03" W	71.57'
L9	N 02°52'44" E	99.86'
L10	N 28°21'43" W	99.02'
L11	S 63°10'02" E	179.19'
L12	N 77°42'32" E	15.84'
L13	N 63°10'08" W	118.71'
L14	S 26°49'52" W	90.03'
L15	S 17°13'05" E	135.38'
L16	S 65°20'47" E	135.38'
L17	S 66°31'31" W	135.38'
L18	S 20°41'22" W	71.84'
L19	N 68°44'40" W	23.04'
L20	N 88°39'23" E	57.69'
L21	N 87°54'22" E	51.59'
L22	N 89°45'55" E	45.03'
L23	N 89°09'57" W	26.00'
L24	S 89°09'57" E	89.00'
L25	S 00°50'03" W	10.00'
L26	N 89°09'57" W	115.00'
L27	S 89°09'57" E	119.94'
L28	S 03°43'20" E	10.03'
L29	N 86°30'30" E	74.79'
L30	N 83°19'00" E	98.67'
L31	N 83°19'00" E	68.65'
L32	N 00°49'08" E	200.00'
L33	N 51°40'52" W	177.00'
L34	S 20°10'52" E	175.00'
L35	N 20°50'03" E	90.53'
L36	S 20°50'03" W	60.00'
L37	N 78°37'21" W	30.12'

- LEGEND**
- SET 5/8" REBAR W/ PLASTIC CAP #35-2890
 - FOUND REBAR
 - ⊙ FOUND CIR 35-2279
 - BOUNDARY LINE
 - - - EASEMENT LINE
 - - - R.O.W. OR LOT LINE
 - - - EXCEPTION OF OUTLOT 2
 - (100')
 - 100.00'
 - DEED OR PLATTED
 - MEASURED





MEMORANDUM

TO: Bob Vitas, City Administrator

FROM: Sean Foley, Tony Loete, Any Parer, Michael Schenk, and Scott Taulbee, City Staff

SUBJECT: Heritage Third Addition detention pond and rezoning Ordinance No. 3010-2022

DATE: 1st of June 2022

City Council, at its meeting of May 10th, in consideration of the petition to rezone a portion of the Doric Lodge property, had noted that there was concern for potential liability regarding maintenance of the lake on the site. Council directed staff to investigate a solution for ensuring the responsibility for maintenance of the lake by the surrounding property owners.

The first aspect of the issue to cover is that, generally speaking, rezoning in Illinois cannot be made on a conditional or contract basis (addressed for example in *Andres v. Village of Flossmoor*, Appellate Court of Illinois (1973)). Therefore, the Council does not have the legal authority to impose maintenance of the detention pond on surrounding property owners, especially considering that they do not own the property. Whether or not the restrictive covenants could tie property owners in the subdivision(s) to maintenance of the detention pond is a separate legal question unrelated to the petition to reclassify the zoning on a portion of the property owned by Doric Lodge #319 AF & AM. It should also be emphasized that the location of the detention pond is not the area petitioned to be rezoned. Doric Lodge does own the property in which most of the detention pond is situated. If further clarification is sought on any of these points, the City attorneys should be consulted.

The Heritage Third Addition is a platted subdivision, which is one of several "Heritage" subdivisions created by the same developer. The Third Addition was recorded 17 June 1963: Plat Book 38, Page 135 (Document No. 584847).

During the review of the subdivision plat in 1962, the "lake" was considered as indicated in this excerpt from a review memo:

Club and Recreation Area: When the original special use recreation facility was approved, provision was made that a detailed plot plan be presented at the time of development. This plot plan should indicate... engineering data on the proposed lake [to] be submitted and a written proposal for the scheme to be used in control of the lake property if the lake is to be privately owned; copies of the proposed agreement giving the operation and maintenance should be submitted. Section 8-1 of the Subdivision Ordinance reads as follows:

"Privately Developed Facilities: Where the subdivision is to contain sewers, sewage treatment plants, water supply system, park areas, or other physical facilities, which will not be maintained by existing public agencies, provision should be made by trust agreement, which is a part of the deed restrictions and which is acceptable to the proper public agencies, for jurisdiction over the continuous maintenance,

Heritage Third Addition Detention Pond and Rezoning

supervision, operation and reconstruction of such facilities by the lot owners in the subdivision."

Protective covenants for the this and adjacent subdivisions were recorded in the same period that implemented the above stipulations. Protective covenants for the Third Addition state, in part:

"C-17. MAINTENANCE OF OUTLOT 2. The area delineated on the plat as Outlot Number 2 shall be maintained by the developers until such area or portions thereof shall be conveyed or accepted by the City of Moline for maintainance [sic] purposes."

Outlot 2 is the location of the detention pond. Searches by City Engineering staff uncovered no record of the City ever having accepted Outlot 2 or any part of it. It is the opinion of the Interim City Engineer, therefore, that the ownership of the detention pond remains with the current owner, Doric Lodge #319 AF & AM. Whether or not property owners in the subdivision(s) are also responsible is a legal question beyond the scope of and expertise of the staff contributors to this memo.

Research by the City Utilities Director, using historical aerial photography, indicates that, circa 1959, the detention pond was nonexistent. By 1970, when all phases of the subdivision were built, aerial photos clearly show two ponds designed in series within the stormwater conveyance system flowing from up on the bluff.

The City Environmental Manager delved into the history of the site and has found since inception of the storm utility (2001), these ponds in Heritage have not been subject to ordinance requirements for inspections as detention basins. We have no history of performing maintenance on this pond, nor have we required such from the owners. It seems that an engineering assessment of the pond is in order, given the proposed parcel change.

The current City Code provides:

MCO § 34-4101 (a)(21) definition of a detention basin:

- Detention Basin is a facility constructed or modified to provide for the temporary storage of stormwater runoff, and the controlled release by gravity of this runoff at a prescribed rate during and after a flood or storm.

MCO § 34-4203 (d) identifies the owner and requirements of the owner of a detention basin:

- Ownership. Detention basins are owned by the property owner (or a homeowner's association) unless otherwise described by this article or indicated by the city engineer. Property developers shall contact the city engineer to inquire about the ownership and maintenance responsibility of existing regional detention basins which may affect the development.

MCO § 34-4203 (e) (3) (a & b) detention basin inspection requirements:

- (e) Maintenance and Repair Responsibilities.
* * *

(3) For all detention basins existing in the City of Moline on the date of adoption of this article as well as detention basins constructed after the effective date, the detention basin owner shall be responsible for the following items:

Heritage Third Addition Detention Pond and Rezoning

a. An annual report on the detention basin condition, using the checklist, shall be submitted to the city engineer.

b. At five (5) year intervals, the basin shall be inspected by a professional engineer registered in the State of Illinois. A report of this inspection shall be submitted to the city engineer within sixty (60) days of the inspection. The inspection shall include an evaluation of the checklist items in the attached checklist. An annual report is not required the year the five-year report is due.

Whatever the applicability of the current code versus the original approvals that the developers and owner(s) relied upon in buying properties in this subdivision pertaining to maintenance of the detention pond, none of that is related to the rezoning petition. The Council should consider the so-called LaSalle/Sinclair factors that the Illinois Courts have promulgated:

1. The compatibility with the existing use and zoning of nearby property;
2. The extent to which property values of the subject property are diminished by the existing zoning restrictions;
3. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City;
4. The relative gain to the public, as compared to the hardship imposed upon the applicant;
5. The suitability of the subject property for the purposes for which it is presently zoned;
6. The length of time that the subject property in question has been vacant, as presently zoned, considered in the context of development in the area where the property is located;
7. The consistency of the proposed amendment with the Comprehensive Plan, and any adopted land use policies;
8. That the proposed amendment will benefit the needs of the community;

In regard to the Minor Subdivision plat, the Interim City Engineer recommends entering a note on the plat to explicate, in a perfunctory manner, that the maintenance of the detention pond is responsibility of the private property owner(s). This would not institute a new requirement, but would simply be a recapitulation of the existing legal arrangement and circumstances.

COW/COUNCIL ACTION REPORT

June 7, 2022

An Ordinance Amending Chapter 1, “GENERAL PROVISIONS,” of the Moline Code of Ordinances, by repealing Chapter 1 in its entirety and enacting in lieu thereof one new Chapter 1 dealing with the same subject matter.

SUGGESTED ACTION:

ATTACHMENTS: [3011-2022 LGL ORD Janine-Margaret-Amending Entire Chapter 1-CBxg.docx](#)
[3011-2022 LGL ORD Janine-Margaret-Amending Entire Chapter 1-ATT1 Memo.pdf](#)
[3011-2022 LGL ORD Janine-Margaret-Amending Entire Chapter 1-ATT2 Redline.pdf](#)

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 1, "GENERAL PROVISIONS," of the Moline Code of Ordinances, by repealing Chapter 1 in its entirety and enacting in lieu thereof one new Chapter 1 dealing with the same subject matter.

WHEREAS, the City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution; and

WHEREAS, City staff has decided to do a complete review of all chapters of the Moline Code of Ordinances to correct those items that are merely housekeeping in nature; and

WHEREAS, the City Council finds that a number of housekeeping changes are necessary in Chapter 1 of the Moline Code of Ordinances.

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

Section 1 – That Chapter 1, "GENERAL PROVISIONS," of the Moline Code of Ordinances, is hereby amended by repealing Chapter 1 in its entirety and enacting in lieu thereof one new Chapter 1 dealing with the same subject matter, which shall read as attached (additions in underline; deletions in strikethrough):

Section 2 – All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to the provisions of this Ordinance.

Section 3 – This ordinance and every provision thereof shall be considered severable. If any word, phrase, clause, sentence, paragraph, provision, section, or part of this Ordinance is found to be void, unconstitutional, or otherwise unenforceable, all remaining portions of this Ordinance not so declared void, unconstitutional, or unenforceable shall remain in full force and effect.

Section 4 – This Ordinance will be in full force and effect upon passage, approval and publication in pamphlet form in the manner provided by law.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022
Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____
City Clerk

MEMORANDUM

To: Mayor and Alderpersons of the Moline City Council
CC: City Clerk Janine Hollembaek Parr
From: Margaret Kostopulos
Subject: Revisions to Chapter 1 of the Moline Code of Ordinances
Date: May 4, 2022

We again present updates and relatively minor changes to Chapter 1 of the code of ordinances for your review and approval. As a preliminary matter, we recognize concerns and questions raised during discussion of the first draft of updates, including reconciling definitions in this chapter to definitions of the same terms elsewhere in the code, the basis of including certain offenses and references to jailable municipal offenses and incarceration of arrestees.

In conducting additional review of this chapter, we reviewed various codes in other municipalities for reference. In many instances, the language was identical, bringing us to the conclusion that Moline's Chapter 1 is adopted from a model ordinance for purposes of incorporating the Illinois Municipal Code and to facilitate prosecution of municipal offenses, especially traffic offenses. As such, we are recommending that only moderate revisions occur.

1. Definitions:

Concern was raised that the definition of "sidewalk," "street," and "tenant or occupant" were inconsistent with the use of those terms elsewhere in the code. These definitions are nearly identical to those commonly found in other municipal codes in Illinois, suggesting they may have been adopted as part of a model ordinance. See, e.g.:

Niles, Ill. Code Sec. 1-4;
Roselle, Ill. Code Sec. 1-2;
Aurora, Ill. Code Sec. 1-2

Moreover, when enforcing traffic, nuisance and other code provisions where these terms are frequently used, it is important to have a basic definition in the code to avoid

May 4, 2022

Page 2

including a definition in each ticket or other notice of code violation. Recognizing that confusion could occur between, for instance, “sidewalk” as defined in this chapter, and its definition elsewhere, we included new language which acknowledges that the term may be defined differently elsewhere in the code.

Additionally, at the suggestion of Council, we included the definition of “Corporate Authorities” that appears in the Municipal Code.

2. Identified Offenses

Initially, some of the municipal ordinance violations were revised to eliminate references to arrest, jail/incarceration and bail, those changes will make those definitions different than that which appears in the Municipal Code. We recommend that these provisions remain as written, with no change, as they mirror the Municipal Code. Alternately, you could eliminate Sections 1-1113 through 1-1116 altogether which would result in application of the Municipal Code without further reference in City code.

- a. 1-1110 While most municipal ordinance violations are not jailable, this provision comes from the Illinois Municipal Code.

“Any person incarcerated on a charge of violating a bailable municipal ordinance who does not supply bail and against whom a fine is levied upon conviction of such offense, shall be allowed a credit of \$2.00 for each day so incarcerated prior to conviction, but such credit shall not exceed the amount of the fine levied.”

65 ILCS 5/1-2-12

- b. 1-1110(a) (b) While incarceration is not a common penalty for a municipal ordinance violation, these proposed ordinance amendments would be inconsistent with the Illinois Municipal Code:

“All actions brought to enforce any fine, imprisonment, penalty, or forfeiture under any ordinance of any municipality, shall be brought in the corporate name of the municipality, as plaintiff. No prosecution, recovery, conviction, or acquittal, for the violation of any ordinance, shall constitute a defense to any other prosecution of the same party for any other violation of the same or any other ordinance, although the different causes of action existed at the same time, and, if united, would not have exceeded the jurisdiction of the court.” 65 ILCS 5/1-2-7.

May 4, 2022

Page 3

- c. 1-1110 (c) While arrest is not common for many municipal ordinance violations, these proposed ordinance amendments would be inconsistent with the Illinois Municipal Code:

“Except as provided in Section 1-2-9.1 of this Act, in all actions for the violation of any municipal ordinance, the first process shall be a summons or a warrant. A warrant for the arrest of an accused person may issue upon the affidavit of any person that an ordinance has been violated, and that the person making the complaint has reasonable grounds to believe that the party charged is guilty thereof. Every person arrested upon a warrant, without unnecessary delay, shall be taken before the proper officer for trial.”
65 ILCS 5/1-2-9.

- d. Sec. 1-1115 These inchoate offenses appear in several Illinois municipal codes using nearly identical language, suggesting they may have been adopted as part of a model ordinance. See, e.g.:

Belvidere, Ill. Code Sec. 74-7 to 74-9;

Highland, Ill. Code Sec. 42-1 to 42-3;

Park City, Ill. Code Sec. 9.16.120 to 9.16.140.

3. We made revisions to Section 1-1109 to reference application to juveniles only as it only appeared previously in the title.

Please let us know if you would like further information or have additional questions on this chapter.

CHAPTER 1

GENERAL PROVISIONS

SEC. 1-1100. HOW CODE DESIGNATED AND CITED.

The ordinances embraced in the following chapters and sections shall constitute and be designated the "Moline Code of Ordinances" and may be so cited.

SEC. 1-1101. RULES OF CONSTRUCTION AND DEFINITIONS.

In the construction of this Code, and of all ordinances, the rules and definitions set out in this section shall be observed, unless such construction would be inconsistent with the manifest intent of the City Council. The rules of construction and definitions set out herein shall not be applied to any section of this Code which shall contain any express provisions excluding such construction, or where the subject matter or context of such section may be repugnant thereto.

(1) **Generally.** All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the City Council may be fully carried out.

In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than the general provision imposed by the Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

(2) **City** shall mean the City of Moline, Illinois.

(3) **City Council, Council.** Whenever the words "Council" or "City Council" are used, they shall be construed to mean the City Council of the City of Moline.

(4) **Computation of time.** The time within which any act provided by law is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in this state, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday then such succeeding day shall also be excluded.

~~(4)~~(5) **Corporate authorities** means the mayor and alderpersons of the City of Moline, except as otherwise provided in this Code.

~~(5)~~(6) **Corporate or City limits.** The term "corporate limits" or "City limits" shall mean the legal boundaries of the City of Moline, except as otherwise provided by law.

~~(6)~~(7) **County.** The words "the county" or "this county" shall mean the County of Rock Island in the State of Illinois.

~~(7)~~(8) **Delegation of authority.** Whenever a provision appears requiring the head of a department or some other city officer to do some act or perform some duty, it is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or perform the duty unless the terms of the provision or section specify otherwise.

~~(8)~~(9) **Gender.** A word importing ~~the masculine~~ any gender ~~only~~ shall extend and be applied equally to females all gender identifications as well as transgender and gender neutral or non-binary. -and to firms, partnerships and corporations ~~as well as to males.~~

~~(9)~~(10) **Joint authority.** All words giving a joint authority to three (3) or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

~~(10)~~(11) **Mayor** shall mean the mayor of the City of Moline.

~~(11)~~(12) **Month.** The word "month" shall mean a calendar month.

~~(12)~~(13) **Non-technical and technical words.** Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

~~(13)~~(14) **Number.** A word importing the singular number only may extend and be applied to several persons and things as well as to one person and thing.

~~(14)~~(15) **Oath.** The word "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

~~(15)~~(16) **Officers generally** whenever any officer is referred to by title, such as "clerk," "chief of police," etc., such reference shall be construed as if followed by the words "of the City of Moline."

~~(16)~~(17) **Owner.** The word "owner," applied to building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety, of the whole or a part of such building or land unless specifically defined otherwise in this Code.

~~(17)~~(18) **Person.** The word "person" shall extend and be applied to associations, clubs, societies, firms, partnerships and bodies politic and corporate as well as to individuals unless specifically defined otherwise in this Code.

~~(18)~~(19) **Personal property** includes every species of property except real property, as herein described.

~~(19)~~(20) **Preceding, following.** The words "preceding" and "following" mean next before and next after, respectively.

~~(20)~~(21) **Property.** The word "property" shall include real and personal property.

~~(21)~~(22) **Quorum.** The word "quorum" shall mean a majority of the members of a board, commission or committee holding office, unless otherwise specifically provided in this Code.

~~(22)~~(23) **Real property** shall include lands, tenements and hereditaments.

~~(23)~~(24) **Shall.** The word "shall" is mandatory.

~~(24)~~(25) **Sidewalk.** The word "sidewalk" shall mean any portion of a street between the curb line and the adjacent property line intended for the use of pedestrians, excluding parkways, unless specifically defined otherwise in this Code.

~~(25)~~(26) **Signature or subscription** includes a mark when the person cannot write.

~~(26)~~(27) **State.** The words "the state" or "this state" shall be construed to mean the State of Illinois.

~~(27)~~(28) **Street.** The word "street" shall be construed to embrace streets, avenues, boulevards, roads, alleys, lanes, viaducts and all other public ways in the City, and shall include all areas thereof embraced between the property lines and dedicated to the public use, unless specifically defined otherwise in this Code.

~~(28)~~(29) **Tenant or occupant.** The word "tenant" or "occupant," applied to a building or land, shall include any person holding a written or oral lease or who occupies the whole or a part of such building or land, either alone or with others, unless specifically defined otherwise in this Code.

~~(29)~~(30) **Tense.** Words used in the past or present tense include the future as well as the past and present.

~~(30)~~(31) **Wholesale, wholesaler, etc.** In all cases where the words "wholesale," "wholesaler," or "wholesale dealer" are used in this Code, unless otherwise specifically defined, they shall be understood and held to relate to the sale of goods, merchandise, articles or things in quantity to persons who purchase for purposes of resale, as distinguished from a retail dealer who sells in smaller quantities direct to the consumer.

~~(31)~~(32) **Written or in writing.** "Written" or "in writing" shall be construed to include any representation of words, letters or figures, whether by printing or otherwise.

~~(32)~~(33) **Year.** The word "year" shall mean a calendar year.

SEC. 1-1102. CATCHLINES OF SECTIONS.

The catchlines of the several sections of this Code printed in boldface type are intended as mere catchwords to indicate the contents of the section and shall not be deemed or taken to be titles of such sections, nor as any part of the section, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted.

SEC. 1-1103. AMENDMENTS TO CODE.

All ordinances passed subsequent to this Code which amend, repeal or in any way affect this Code may be numbered in accordance with the numbering system of this Code and printed for inclusion herein, or in the case of repealed chapters, sections and subsections or any part thereof, by subsequent ordinances, such repealed portions may be excluded from the Code by omission from reprinted pages affected thereby and the subsequent ordinances as numbered and printed or omitted, in the case of repeal, shall be prima facie evidence of such subsequent ordinances until such time as this Code of Ordinances and subsequent ordinances numbered or omitted are readopted as a new Code of Ordinances by the City Council.

SEC. 1-1104. UNAUTHORIZED ALTERATIONS OR TAMPERING WITH CODE.

It shall be unlawful for any person in the City to change or amend, by additions or deletions, any part or portion of this Code, or to insert or delete pages, or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City to be misrepresented thereby.

SEC. 1-1105. EFFECT OF REPEAL OF ORDINANCES.

When any ordinance repealing a former ordinance, clause or provision shall be itself repealed, such repeal shall not be construed to revive such former ordinance, clause or provision unless it shall be therein so expressly provided.

The repeal of an ordinance shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution or proceeding pending at the time of the repeal, for an offense committed or cause of action arising under the ordinance repealed.

SEC. 1-1106. SEVERABILITY OF PARTS OF CODE.

The sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause,

sentence, paragraph or section of this Code shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SEC. 1-1107. GENERAL PENALTY FOR VIOLATION OF CODE; CONTINUING VIOLATIONS.

Violations of this Code shall be triable as a civil case whenever in this Code or in any ordinance of the City any act is prohibited or is made or declared to be unlawful or an offense, or whenever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine of not more than seven hundred fifty dollars (\$750.00). Each day any willful violation of any provisions of this Code or of any ordinance shall continue shall constitute a separate offense. (Ord. No. 98-2-6; §1-1107 repealed; new §1-1107 enacted; 02/03/98)

SEC. 1-1108. OTHER AUTHORIZED PENALTIES.

A court may impose as a sentence, in addition to or as an alternative to the sentence authorized in Section 1-1107, the following:

- (1) A period of conditional discharge not to exceed six (6) months under the terms and conditions set forth in 730 ILCS 5/5-6-3.
- (2) A period of supervision not to exceed two (2) years under the terms and conditions set forth in 730 ILCS 5/5-6-3.1.
- (3) Restitution as set forth in 730 ILCS 5/5-5-6.
- (4) A period of supervision shall not be ordered in any case in which the defendant has been previously placed on supervision by any jurisdiction in the two-year period prior to the date of the offense for which sentence is being imposed upon the defendant.

SEC. 1-1109. PUBLIC SERVICE WORK. – MINOR ORDINANCE VIOLATIONS.

It is the intent of the City Council that the court considers a juvenile minor defendant's ability to pay when imposing a fine, including the ability to pay any fine in installments which are expressly authorized. If the court finds that a juvenile minor defendant does not possess an ability to pay the fine imposed, the court shall order ~~the defendant to a period of conditional discharge or supervision and order the juvenile minor defendant to perform public service work in lieu of any fine.~~ The court in determining the amount of public service work shall be guided by the following principles:

- (1) The defendant's physical and mental ability to perform available public service work;
- (2) The availability of suitable public service work; and
- ~~(3) The amount of the fine that would be appropriate for the offense, and a corresponding credit equal to the state's minimum wage for each hour worked; and~~
- ~~(4) The fact that the defendant will not be convicted of the offense whenever supervision is ordered.~~

SEC. 1-1110. CREDIT FOR INCARCERATION.

Any person incarcerated on a bailable offense who does not supply bail and against whom a fine is levied on conviction of such offense shall be allowed a credit of five dollars (\$5.00) for each day so incarcerated upon application of the defendant. The clerk of the court shall notify the defendant in writing of this provision of the act at the time such person is convicted. However, in no case shall the amount so allowed or credited exceed the amount of the fine.

SEC. 1-1111. ENFORCEMENT OF ORDINANCES; INSTITUTION AND SERVICE.

- (a) All actions brought to enforce any fine, imprisonment, penalty, or forfeiture under any ordinance of the City shall be brought in the name of the City, as plaintiff, by the filing of an information or complaint.
- (b) No prosecution, recovery, conviction, or acquittal for the violation of any ordinance shall constitute a defense to any other prosecution of the same party for any other violation of the same or any other ordinance although the different causes of action existed at the same times and, if united, would not have exceeded the jurisdiction of the court.
- (c) In all actions for the violation of any ordinance the first process shall be by summons or a warrant. A warrant for the arrest of any accused person may issue upon the affidavit of any person that an ordinance has been violated and that the affiant has reasonable grounds to believe that the accused is guilty thereof.
- (d) In all actions for violation of any municipal ordinance where the maximum fine that can be imposed for the offense does not exceed seven hundred fifty dollars (\$750.00) and where no jail term can be imposed, service of summons may be by certified mail, return receipt requested, whether service is to be within or without the state.
- (e) Nothing herein is intended to prohibit the use of "notices to appear" and hang-on summons and complaints authorized pursuant to Supreme Court Rules.

SEC. 1-1112. OFFICERS, EMPLOYEES NOT LIABLE TO FINE FOR FAILURE TO PERFORM DUTIES.

No provision of this Code designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty provided in this Code for a failure to perform such duty, unless the intention of the City Council to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

SEC. 1-1113. ACCOUNTABILITY FOR CONDUCT OF ANOTHER.

(a) A person is responsible for conduct which is an element of an offense if the conduct is either that of the person himself or herself, or that of another and he or she is legally accountable for such conduct as provided in subsection (b), or both.

(b) A person is legally accountable for the conduct of another when:

(1) Having a mental state described by the ordinance defining the offense, he or she causes another to perform the conduct, and the other person in fact or by reason of legal incapacity lacks such a mental state; or

(2) The ordinance defining the offense makes him or her so accountable; or

(3) Either before or during the commission of an offense, and with the intent to promote or facilitate such commission, he or she solicits, aids, abets, agrees or attempts to aid, such other person in the planning or commission of the offense. However, a person is not so accountable, unless the statute defining the offense provides otherwise, if:

a. He or she is a victim of the offense committed; or

b. The offense is so defined that his or her conduct was inevitably incident to its commission; or

c. Before the commission of the offense, he or she terminates his or her effort to promote or facilitate such commission, and does one of the following: wholly deprives his or her prior efforts of effectiveness in such commission, or gives timely warning to the proper law enforcement authorities, or otherwise makes proper effort to prevent the commission of the offense.

(Ord. No. 20002-06-07; new Sec. 1-1113, "ACCOUNTABILITY FOR CONDUCT OF ANOTHER," enacted; 06/25/02)

SEC. 1-1114. ATTEMPT.

(a) Elements of the Offense. A person commits an attempt when, with intent to commit a specific offense, he or she does any act which constitutes a substantial step toward the commission of that offense.

(b) Impossibility. It shall not be a defense to a charge of attempt that because of a misapprehension of the circumstances it would have been impossible for the accused person to commit the offense attempted.

(c) Sentence. A person convicted of an attempt is subject to the same penalty provided for the offense attempted.

(Ord. No. 2002-06-24; new Sec. 1-1114, "ATTEMPT," enacted; 06/25/02)

SEC. 1-1115. SOLICITATION.

(a) Elements of the offense. A person commits solicitation when, with intent that an offense be committed, he or she commands, encourages or requests another to commit that offense.

(b) Penalty. A person convicted of solicitation is subject to the same penalty provided for the offense solicited.

(Ord. No. 2002-06-08; new Sec. 1-1115, "SOLICITATION," enacted; 06/25/02)

SEC. 1-1116. CONSPIRACY.

(a) Elements of the offense. A person commits conspiracy when, with intent that an offense be committed, he or she agrees with another to the commission of that offense. No person may be convicted of conspiracy to commit an offense unless an act in furtherance of such agreement is alleged and proved to have been committed by him or her or by a co-conspirator.

(b) Co-conspirators. It shall not be a defense to conspiracy that the person or persons with whom the accused is alleged to have conspired:

(1) Has not been prosecuted or convicted; or

(2) Has been convicted of a different offense; or

(3) Is not amenable to justice; or

(4) Has been acquitted; or

(5) Lacked the capacity to commit an offense.

(c) Sentence. A person convicted of a conspiracy is subject to the same penalty provided for the offense the person conspired to commit.

(Ord. No. 2002-06-09); new Sec. 1-1116, "CONSPIRACY," enacted; 06/25/03)

SEC. 1-1117. REINSTATEMENT FEES.

Any licensee licensed by any part of the Moline Code of Ordinances or other act of the City Council who fails to renew applicable licenses by the due date will be charged a reinstatement fee equal to the amount of the license or two hundred dollars (\$200.00), whichever is less.

(Ord. No. 2002-06-06; new Sec. 1-1117, "REINSTATEMENT FEES," enacted; 06/25/02)

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution approving the use of Foreign Fire Tax Funds up to \$23,000 towards the refurbishment of the Moline Fire Fighter's Memorial Stone as recommended and approved by the Foreign Fire Tax Board at the April 12, 2022 meeting.

SUGGESTED ACTION:

ATTACHMENTS:

[1103-2022 FR RES1 Pam-McClellan Fire Fighter Memorial-CBxg.pdf](#)

[1103-2022 FR RES1 Pam-McClellan Fire Fighter Memorial - ATT.pdf](#)

Council Bill/Resolution No. 1103-2022

Sponsor: _____

A RESOLUTION

APPROVING the use of Foreign Fire Tax Funds up to \$23,000 towards the refurbishment of the Moline Fire Fighter's Memorial Stone.

WHEREAS, the Moline Fire Fighter's Memorial was created to honor all of those fire fighters who have served to protect the City of Moline; and

WHEREAS, the current Moline Fire Fighter Memorial site located on Ben Butterworth Parkway along River Drive has fallen into disrepair;

WHEREAS, at its April 12, 2022, meeting the Foreign Fire Tax Board recommended and approved the use of said funds up to \$23,000 towards the refurbishment of the Moline Fire Fighter's Memorial Stone; and

WHEREAS, the use of funds is consistent with the parameters governing expenditures from the foreign fire insurance tax proceeds as set in Foreign Fire Tax Powers and Duties (Sec. 2-4503(a) (3)).

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to approve the use of Foreign Fire Tax Funds up to \$23,000 toward the refurbishment of the Moline Fire Fighter's Memorial Stone.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022

Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____

City Clerk

MOLINE MONUMENT

Since 1923

May 6, 2022

QUOTE FOR MOLINE FIRE DEPARTMENT MEMORIAL

Gray Granite

\$23,000 + tax (unless exempt)

The above quoted price includes the granite, engraving of lettering and on one side.

NOT INCLUDED: The above quoted price does not include the cost of the crane service. Estimated cost is \$2,000. Estimated weight of granite 5,805lbs.

NOT INCLUDED: The concrete foundation under the memorial.

NOT INCLUDED: The bell and mounting of the bell.

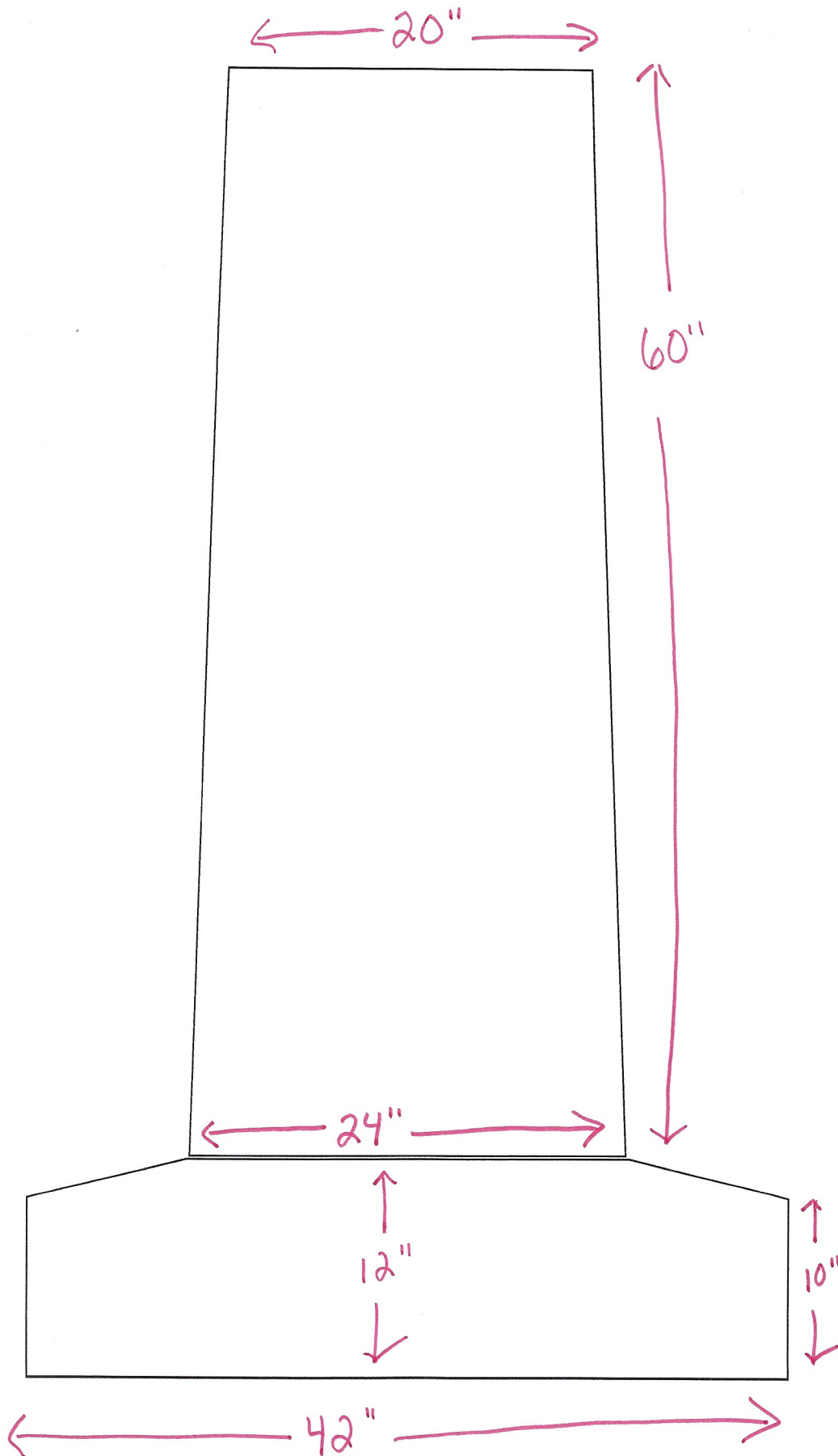
ADDITIONAL FEES: Engraving other than the front side. This cost will be determined based on the amount of lettering or designs.

QUOTE VALID FOR 6 MONTHS.



Amy Shipman
Moline Monument Co.

4038 – 46th Avenue, Moline, IL 61265
Phone: (309) 762-6014 Fax: (309) 762-6018
molinemonument@gmail.com



COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Parks & Recreation Director to purchase water fountain/bottle fill stations from Most Dependable Fountains, Inc. and installation supplies for the total amount of \$102,551.87.

SUGGESTED ACTION:

ATTACHMENTS:

[1104-2022 PAR RES Yvonne-Eric-Water Fountain Purchase-CBx.pdf](#)

[1104-2022 PAR RES Yvonne-Eric-Water Fountain Purchase-ATT 1 Cost Breakdown.pdf](#)

[1104-2022 PAR RES Yvonne-Eric-Water Fountain Purchase-ATT 2 Price Quote.pdf](#)

Council Bill/Resolution No. 1104-2022

Sponsor: _____

A RESOLUTION

AUTHORIZING the Parks and Recreation Director to sole source the purchase of water fountains and outdoor bottle filling stations from Most Dependable Fountains Inc., and installation supplies, for the amount of \$102,551.87.

WHEREAS, the replacement and installation of fountains and outdoor bottle filling stations in City parks and trails will help conserve water and reduce plastic water bottle consumption; and

WHEREAS, Most Dependable Fountains, Inc., has provided a quote and staff desires to sole source this purchase to maintain standardization; and

WHEREAS, \$75,000 is available through non-restrictive American Rescue Plan Act (ARPA) funds, allocated to Environmental Best Practices; and

WHEREAS, in a meeting on May 24, 2022, the City Council approved the use of additional non-restrictive ARPA funds of \$27,551.87 to fund this purchase.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize the Parks and Recreation Director to purchase fountains and outdoor bottle filling stations from Most Dependable Fountains, Inc., for the amount of \$102,551.87, using non-restrictive ARPA funds.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022

Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____

City Clerk

The Parks & Recreation and Utilities staff seek recommendation on the use of unrestrictive ARPA funding for Environmental Best Practices. Staff recommend to use \$75,000 to replace existing water fountains in the City's Parks & Trails to help with water conservation and helping to eliminate single serve plastic water bottles. The first list of locations will ensure the city replaces or install new fountains/bottle fill stations at destination parks/trails at a cost of \$65,086.75 and if funding allows the second list would cover neighborhood parks at a cost of \$37,465.12. The total cost to do the whole list is \$102,551.87

- Riverside Park: 1 (New Pedestal)
- Sylvan Island: 1 (New Pedestal)
- Ben Butterworth Parkway: 2 (Replacing Pedestal)
- Stephens: 1 (Replacing Pedestal)
- Prospect: 2 (Replacing 1 Pedestal & Adding 1 New Wall Mounted)
- Green Valley Dog Park: 1 (Replacing Pedestal)
- Green Valley Softball Complex: 2 (Replacing 1 Pedestal, No Pet Fountain & Replacing 1 Wall Mounted)
- Riverside Family Aquatic Center: 1: (New Wall Mounted)

TOTAL: 11 TOTAL

COST: \$65,086.75

- 7 Pedestals with Pet Fountain are \$5,790.25 each, TOTAL: \$40,531.75
- 1 Pedestal with no Pet Fountain, TOTAL \$4,802.25
- 3 wall mounted are \$3,686 each, TOTAL: \$11,058.00
- Shipping/Freight: \$3,055.55
- Installation Supplies: \$5,639.20

Additional Parks if funding allows:

- Velie: 1 (New Pedestal)
- Peterson: 1 (New Pedestal)
- Browning: 1 (Replacing Wall Mounted)
- Karsten Park: 1 (New Wall Mounted)
- Kiwanis: 1 (New Pedestal)
- McCandles: 1 (Replacing Wall Mounted)
- Miss Patties: 1 (Replacing Wall Mounted)

TOTAL: 7 TOTAL

COST: \$37,465.12

- 3 Pedestals with Pet Fountain are \$5,790.25 each, TOTAL: \$17,370.75
- 4 wall mounted are \$3,686 each, TOTAL: \$14,744.00
- Shipping/Freight: \$1,944.45
- Installation Supplies: \$3,405.92

Quote



**MOST DEPENDABLE
FOUNTAINS, INC.**
5705 Commander Dr. Arlington, TN 38002

Quote QTE62420

Date 4/14/2022

Page 1/1

Quoted by:

(901) 867-0039

Bill To: CITY OF MOLINE
3635 4TH AVENUE
MOLINE IL 61265

Ship To: CITY OF MOLINE
CITY OF MOLINE
3635 4TH AVENUE
MOLINE IL 61265

Purchase Order No.	Customer ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
	309-797-0756	UPS GROUND	NET 30	0/0/0000	124,288	
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
10	10145 SMSS	10145 SMSS ADA BOTTLE FILLER	EA	\$222.00000	\$4,440.00000	\$42,180.00
10	PET FTN ATT.SMS	ATTACHED PET FOUNTAIN	EA	\$52.00000	\$1,040.00000	\$9,880.00
10	RECESSED HOSE BIBB 10"	ATTACHED RECESSED HB W/LOCKING DOOR	EA	\$30.75000	\$615.00000	\$5,842.50
7	10485 WMSS	10485 WMSS BOTTLE FILLER W/ CARRIER PLATE BLUE	EA	\$194.00000	\$3,880.00000	\$25,802.00
1	10145 SMSS	10145 SMSS ADA BOTTLE FILLER BLUE	EA	\$222.00000	\$4,440.00000	\$4,218.00
1	RECESSED HOSE BIBB 10"	ATTACHED RECESSED HB W/LOCKING DOOR	EA	\$30.75000	\$615.00000	\$584.25

PRODUCTION AND SHIPPING IS 3-4 WEEKS. 1 YEAR
WARRANTY ON PARTS. CALIFORNIA TAXES SUBJECT TO
CHANGE DUE TO SHIPPING
BRUCE QUOTE IS GOOD FOR SIX MONTH

Subtotal \$88,506.75

Freight \$5,000.00

Tax \$0.00

Total \$93,506.75

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE
CALIFORNIA SALES TAX IS SUBJECT TO CHANGE BASED ON SHIP TO ZIP CODE

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Outdoor Bottle Fillers and Bottle Filling Stations are perfect for greenways, bike trails, parks, sports complexes, camps, schools and universities. Made in the U.S.A.

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Outdoor Bottle Fillers and Bottle Filling Stations are perfect for greenways, bike trails, parks, sports complexes, camps, schools and universities. Made in the U.S.A.

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Elkay Outdoor ezH2O Lower Bottle Filling Station Tri-Level Pedestal, Non-Filtered Non-Refrigerated

\$10,561.00 - \$10,812.00 (USD)

Actual selling price may vary

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1 out of 1 (100%) reviewers recommend this product

32 questions and 32 answers for this product

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Outdoor tubular drinking fountains and bottle filling stations are ideal for outdoor applications including educational campuses, recreational areas, office complex grounds, golf courses and parks.



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COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Walter D. Laud, Inc. for Project #1366, 36th Avenue Sanitary Sewer Extension, 15th Street B to 15th Street C, for an amount of \$124,505.92.

SUGGESTED ACTION:

Bids were opened and publicly read on April 26, 2022, for Project #1366, 36th Avenue Sanitary Sewer Extension, 15th Street B to 15th Street C, with Walter D. Laud, Inc. submitting the lowest and most responsible and responsive bid. This project will install a new 8” sanitary sewer on the south side of 36th Avenue (Frontage Road) from 15th Street B to 15th Street C. Currently, there is no sanitary sewer to service the 4 homes on this block, and they are served by individual septic tanks. Project work includes installation of two sanitary manholes, 393 linear feet of 8” gravity sewer, service laterals and connection to an existing sanitary manhole. Other construction includes removal and repair of sidewalk, driveways aprons and concrete pavement.

Staff Recommendation: Approval

Fiscal Impact: \$137,500.00 is budgeted under CDBG funds

ATTACHMENTS:

[1107-2022 ENG RES2 Hollan-Schenk - Project 1366 36th Avenue Sainitary Sewer Extension - CBx.pdf](#)

[1107-2022 ENG RES2 Hollan-Schenk - Project 1366 36th Avenue Sainitary Sewer Extension - EXP.pdf](#)

[1107-2022 ENG RES2 Hollan-Schenk - Project 1366 36th Avenue Sainitary Sewer Extension - ATT.pdf](#)

Council Bill/Resolution No. 1107-2022

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a contract with Walter D. Laud, Inc., for Project #1366, 36th Avenue Sanitary Sewer Extension, 15th Street B to 15th Street C, in the amount of \$124,505.92.

WHEREAS, bids were opened and publicly read on April 26, 2022; and

WHEREAS, bids were solicited with Walter D. Laud, Inc., submitting the lowest responsible and most responsive bid; and

WHEREAS, funds are budgeted in FY22 for this expenditure in account # 230-0729-492.19-96, Capital Improvements

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 and attest to a contract with Walter D. Laud, Inc., for Project #1366, 36th Avenue Sanitary Sewer Extension Project, in the amount of \$124,505.92; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022

Date

Passed: June 7, 2022

Approved: June 14, 2022

Attest: _____
City Clerk

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Walter D. Laud, Inc. for Project #1366, 36th Avenue Sanitary Sewer Extension, 15th Street B to 15th Street C, for an amount of \$124,505.92.

Explanation: Bids were opened and publicly read on April 26, 2022, for Project #1366, 36th Avenue Sanitary Sewer Extension, 15th Street B to 15th Street C, with the following results:

\$124,505.92	Walter D. Laud, Inc.
\$137,431.88	Legacy Corporation of Illinois
\$189,653.70	Five Cities Construction Company

Walter D. Laud, Inc. submitted the lowest and most responsible and responsive bid.

This project will install a new 8” sanitary sewer on the south side of 36th Avenue (Frontage Road) from 15th Street B to 15th Street C. Currently, there is no sanitary sewer to service the 4 homes on this block, and they are served by individual septic tanks. Project work includes installation of two sanitary manholes, 393 linear feet of 8” gravity sewer, service laterals and connection to an existing sanitary manhole. Other construction includes removal and repair of sidewalk, driveways aprons and concrete pavement.

Goals Impacted	1.2 B Multi-Year CIP and Budget
Staff Recommendation:	Approval
Fiscal Impact:	\$137,500.00 is budgeted under CDBG funds

**CITY OF MOLINE
CONTRACT**

THIS AGREEMENT, made and concluded on _____,
between **WALTER D. LAUD, INC.** of **P.O. BOX 88, EAST MOLINE, IL 61244** 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-FOUR THOUSAND, FIVE
HUNDRED FIVE DOLLARS AND 92/100 (\$124,505.92) 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 #1366, 36TH AVENUE SANITARY SEWER EXTENSION** as
set out in the contract documents. Contract documents include: Bid Documents, Bidding
Instructions, Contractor Certifications, Performance, Labor, Material and Maintenance Bond,
Insurance Requirements, Bidding requirements and contract administration shall be in accordance
with the "Standard Specifications for Road and Bridge Construction" prepared by the Department of
Transportation, State of Illinois, adopted April 1, 2016, subsequently modified by the “Supplemental
Specifications and Recurring Special Provisions” adopted January 1, 2020, and 2017 Moline
Supplemental Specifications and Special Provisions (collectively the “Contract Documents”). Such
work to be under the direction and to the satisfaction of the City Engineer, and in accordance with
the Contract Documents, 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 Contract Documents; 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 Contract Documents.

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 are updated monthly by the Illinois Department of Labor and may be found at:

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Documents/2016%20Rates/Rock%20Island.pdf>

All contractors and subcontractors 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 and subcontractors 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 until such time as they are required to be submitted to the Illinois Department of Labor through its web portal.

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-FOUR THOUSAND, FIVE HUNDRED FIVE DOLLARS AND 92/100 (\$124,505.92) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the Contract Documents 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:

Walter D. Laud, Inc.

By:

DocuSigned by:
Scott Laud
12D76647DCD04DE...

President

CITY:

CITY OF MOLINE, ILLINOIS

By:

Mayor

Attest:

City Clerk

Date:

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Legacy Corporation of IL for Motor Fuel Tax (MFT) Section 22-00284-00-RP, 47th Street Reconstruction, south of 26th Avenue for the amount of \$1,748,547.00

SUGGESTED ACTION: Bids were opened and publicly read on May 17, 2022, for Rebuild Illinois Funds (MFT) Section Number 22-00284-00-RP, 47th Street Reconstruction, south of 26th Avenue, with Legacy Corporation of IL submitting the most responsible and responsive bid. The existing pavement on 47th Street is sealcoat with ditches. This project will reconstruct this pavement with a new rock base and concrete pavement with curb and gutter. There will be an 8' wide sidewalk installed on the east side of the road. The water main and sanitary sewer systems will also be replaced in their entirety to the Right-of-Way line. This water main is on the red water list, and its replacement will further reduce the number of customers affected by the discoloration problem. The existing sanitary sewer is clay pipe and in need of replacement. Storm sewers will also be added.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as detailed below:

<u>ACCOUNT</u>	<u>BUDGETED</u>	<u>AS-BID</u>
<u>ACCOUNT NO.</u>		
Rebuild Illinois	\$ 497,000.00	\$497,000.00
Utility Tax	\$ 227,048.00	\$279,747.00
510-9965-438.08-98		
Water	\$ 375,000.00	\$447,810.00
310-1716-434.08-98		
WPC	\$ 375,000.00	\$370,680.00
320-1840-433.08-30		
Storm	<u>\$ 140,000.00</u>	<u>\$153,310.00</u>
330-1971-433.08-35		
TOTAL	\$1,615,000.00	\$1,748,547.00

Bids came in over the project budgeted amount of \$1,615,000.00. The Engineering Department is asking for authorization from the Council to amend the budget in the amount of \$133,547.00, as noted above, from the Utility Tax Reserves, Water Department Reserves, and Stormwater Reserves.

ATTACHMENTS:

[1108-2022 ENG RESX Hollan-Schenk - MFT Project 22-00284-00-RP 47th Street Reconstruction, south of 26th Avenue -CBxg.pdf](#)
[1108-2022 ENG RESX Hollan-Schenk - MFT Project 22-00284-00-RP 47th Street Reconstruction, south of 26th Avenue -EXP.pdf](#)
[1108-2022 ENG RESX Hollan-Schenk - MFT Project 22-00284-00-RP 47th Street Reconstruction, south of 26th Avenue-ATT.pdf](#)

Council Bill/Resolution No. 1108-2022

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a contract with Legacy Corporation of IL for Motor Fuel Tax (MFT) Section 22-00284-00-RP, 47th Street Reconstruction for the amount of \$1,748,547.

WHEREAS, bids were solicited and publicly read on May 17, 2022, with Legacy Corporation of IL, submitting the lowest and most responsible and responsive bid; and

WHEREAS, funds are budgeted as detailed below:

ACCOUNT	BUDGETED	AS-BID	ACCOUNT NO.
Rebuild Illinois	\$497,000.00	\$497,000.00	
Utility Tax	\$227,048.00	\$279,747.00	510-9965-438.08-98
Water	\$375,000.00	\$447,810.00	310-1716-434.08-98
WPC	\$375,000.00	\$370,680.00	320-1840-433.08-30
Storm	\$140,000.00	\$153,310.00	330-1971-433.08-35
Total	\$1,615,000.00	\$1,748,547.00	

WHEREAS, this project includes reconstruction of 47th Street with concrete pavement including curb and gutter and an 8-foot-wide sidewalk to be installed on the east side of the road.

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

That the Mayor and City Clerk are authorized to execute and attest to a contract with Legacy Corporation of IL, for Motor Fuel Tax (MFT) Section 22-00284-00-RP, 47th Street Reconstruction, for the amount of \$1,748,547; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022

Date

Passed: June 7, 2022

Approved: June 14, 2022

Attest: _____

City Clerk

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Legacy Corporation of IL for Motor Fuel Tax (MFT) Section 22-00284-00-RP, 47th Street Reconstruction, south of 26th Avenue for the amount of \$1,748,547.00

Explanation: Bids were opened and publicly read on May 17, 2022, for Rebuild Illinois Funds (MFT) Section Number 22-00284-00-RP, 47th Street Reconstruction, south of 26th Avenue with the following results:

\$1,748,547.00	Legacy Corporation of IL
\$1,824,870.52	Walter D. Laud, Inc.
\$1,992,270.20	Langman Construction, Inc.
\$2,071,280.00	Miller Trucking & Excavating
Incomplete	Five Cities Construction Company

Legacy Corporation of IL submitted the most responsible and responsive bid. Additional documentation is attached.

The existing pavement on 47th Street is sealcoat with ditches. This project will reconstruct this pavement with a new rock base and concrete pavement with curb and gutter. There will be an 8' wide sidewalk installed on the east side of the road.

The water main and sanitary sewer systems will also be replaced in their entirety to the Right-of-Way line. This water main is on the red water list, and its replacement will further reduce the number of customers affected by the discoloration problem. The existing sanitary sewer is clay pipe and in need of replacement. Storm sewers will also be added.

Staff Recommendation: Approval
 Fiscal Impact: Funds are budgeted as detailed below:

<u>ACCOUNT</u>	<u>BUDGETED</u>	<u>AS-BID</u>	<u>ACCOUNT NO.</u>
Rebuild Illinois	\$ 497,000.00	\$497,000.00	
Utility Tax	\$ 227,048.00	\$279,747.00	510-9965-438.08-98
Water	\$ 375,000.00	\$447,810.00	310-1716-434.08-98
WPC	\$ 375,000.00	\$370,680.00	320-1840-433.08-30
Storm	\$ 140,000.00	\$153,310.00	330-1971-433.08-35
TOTAL	\$1,615,000.00	\$1,748,547.00	

Bids came in over the project budgeted amount of \$1,615,000.00. The Engineering Department is asking for authorization from the Council to amend the budget in the amount of \$133,547.00, as noted above, from the Utility Tax Reserves, Water Department Reserves, and Stormwater Reserves.



Local Public Agency Formal Contract



Contractor's Name

Legacy Corporation of IL

Contractor's Address

16322 Barstow Road

City

East Moline

State

IL

Zip Code

61244

STATE OF ILLINOIS

Local Public Agency

City of Moline

County

Rock Island

Section Number

22-00284-00-RP

Street Name/Road Name

47th Street Reconstruction, South of 26th Avenue

Type of Funds

MFT

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

[Signature Box]

[Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways

Date

[Signature Box]

[Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

[Signature Box]

[Date Box]

Official Title

Sangeetha Rayapati, Mayor

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

[Signature Box]

[Date Box]

Local Public Agency City of Moline	Local Street/Road Name 47th Street Reconstruction, South of 26	County Rock Island	Section Number 22-00284-00-RP
---------------------------------------	---	-----------------------	----------------------------------

1. THIS AGREEMENT, made and concluded the 7th day of June 2022 between the City of Moline, known as the party of the first part, and Legacy Corporation of IL, its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00284-00-RP in City of Moline, approved by the Illinois Department of Transportation on 04/27/22, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Moline
Local Public Agency Type Name of Local Public Agency


Clerk	Date
<input type="text"/>	<input type="text"/>

(SEAL)

Party of the First Part	Date
By: <input type="text"/>	<input type="text"/>

(If a Corporation)

Corporate Name
Legacy Corporation of IL

President, Party of the Second Part	Date
By: 	5/27/22

(SEAL)

(If a Limited Liability Corporation)

LLC Name
<input type="text"/>

Manager or Authorized Member, Party of the Second Part
By: <input type="text"/>

(If a Partnership)

Partner	Date
<input type="text"/>	<input type="text"/>

Attest: Secretary Date

Partner	Date
<input type="text"/>	<input type="text"/>

(SEAL)

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part	Date
<input type="text"/>	<input type="text"/>



Illinois Department of Transportation

Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
City of Moline	Rock Island	47th St Reconstruction	22-00284-00-RP

Bond information to be returned to Local Public Agency at 3635 4th Avenue, Moline, IL 61265
Complete Address

We, Legacy Corporation of IL
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Selective Insurance Company of America 40 Wantage Avenue, Branchville, New Jersey, 07890
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of ONE MILLION, SEVEN HUNDRED FORTY-EIGHT THOUSAND, FIVE HUNDRED FORTY-SEVEN AND 00/100 Dollars (\$1,748,547.00) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 7th day of June, 2022
Day Month and Year

PRINCIPAL

Company Name
Legacy Corporation of IL

By
Signature & Title [Signature] Date 5/27/22

Attest
Signature & Title Triston Peterson Date 5/27/22
Project Manager

Company Name

By
Signature & Title Date

Attest
Signature & Title Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

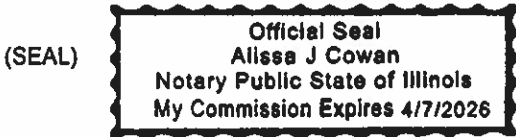
STATE OF IL
COUNTY OF Rock Island

I, Alissa Cowan, a Notary Public in and for said county, do hereby certify that
Notary Name

Blake Enloe
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of May, 2022
Day Month, Year



Notary Public Signature
Alissa Cowan
Date commission expires 4-7-26

SURETY

Name of Surety
Selective Insurance Company of America

Title
By: Eliot Motu
Eliot Motu, Attorney-in-Fact

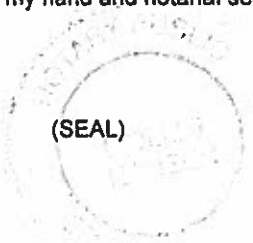
STATE OF WI
COUNTY OF St. Croix

I, Molli J. Hansen, a Notary Public in and for said county, do hereby certify that
Notary Name

Eliot Motu
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of June, 2022
Day Month, Year



Notary Public Signature
Molli J. Hansen
Date commission expires 20-Oct-2024

Approved this _____ day of _____ Month, Year

Attest:

Local Public Agency Clerk Signature _____ Date _____

Municipality Clerk
Local Public Agency Type

Awarding Authority
Sangeetha Rayapati, Mayor

Awarding Authority Signature _____ Date _____

SELECTIVE
BE UNIQUELY INSURED™

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1262235

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Eliot Motu**

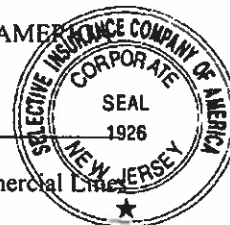
, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$25,000,000.00**

Signed this 7th day of June, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

[Signature]
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



CERTIFIED COPY

STATE OF NEW JERSEY :

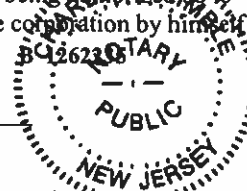
:ss. Branchville

COUNTY OF SUSSEX :

On this 7th day of June, 2022 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

[Signature]
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution has full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 7th day of June, 2022.

[Signature]
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Iowa dba Ruhl & Ruhl Insurance 212 Brady St., Ste 4B Davenport IA 52801	CONTACT NAME: Laura A. Foust, CPCU, AAI, CISR, CRIS PHONE (A/C. No. Ext): 563 823 6734 FAX (A/C. No): 866-873-6117 E-MAIL ADDRESS: laura.foust@hubinternational.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Western National Mutual Insurance Company</td> <td>15377</td> </tr> <tr> <td>INSURER B : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Western National Mutual Insurance Company	15377	INSURER B : Great American Insurance Company	16691	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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COVERAGES

CERTIFICATE NUMBER: 1710638477

REVISION NUMBER:

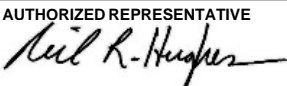
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP1176915	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1173947	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB1029711	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WCV1023960	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Marine Protection & Indemnit Leased/Rented Equipment Motor Truck Cargo			OMH 2543059 CPP1176916	10/6/2021 1/1/2022	10/6/2022 1/1/2023	Limit: \$1,000,000 Limit: \$391,000 Limit: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MFT 22-00284-00-RP, 47th Street Reconstruction, South of 26th Avenue
 The City of Moline, and its employees, acting within the scope of their duties, are additional insureds as respects the above captioned general liability policy and auto liability policy as required by written contract and subject to policy terms, conditions, and exclusions. A waiver of subrogation applies under the General Liability, Automobile Liability and Workers Compensation in favor of the additional insured listed, when agreed in a written contract subject to policy terms, conditions and exclusions. Umbrella follows form. No Cancellation before expiration date of the policies listed herein above shall be effective unless the holder of this certificate has received at least ten (10) days prior written notification of said cancellation.

CERTIFICATE HOLDER**CANCELLATION**

City of Moline 619 16th Street Moline IL 61265-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet	2
Property Damage Liability	
• Elevators	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000	4
• Loss of Earnings Up To \$500/Day	4
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee	4
• Newly Formed Or Acquired Organizations For Up To 180 Days	4
• Blanket Additional Insured – Vendors – As Required By Contract	4
• Blanket Additional Insured – Lessor Of Leased Equipment	6
• Blanket Additional Insured – Managers Or Lessors Of Premises	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises	8
Damage To Premises Rented To You – \$300,000	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended	9
• Unintentional Failure To Disclose Hazards	9
• Waiver of Subrogation	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “property damage” arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

B. Damage To Property Coverage Extensions

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

j. Damage To Property

“Property damage” to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

(2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs b. and c. with the following:

- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
- a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to
- Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or

- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
 - a. \$10,000; or
 - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include the following:

Any person(s) or organizations(s) for whom you have performed operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or part, by "your work" at the location specified in the written contract or agreement and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

2. "Bodily injury" or "property damage" that occurs prior to the execution of, or subsequent to the expiration of, the contract or agreement in which you agreed that such person(s) or organization(s) be added as an additional insured.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

1. The minimum amount required by the contract or agreement; or
 2. The Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NOTICE OF CANCELLATION ENDORSEMENT

If we cancel this policy, for any reason other than nonpayment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule in accordance with the Cancellation condition of the policy and any applicable endorsements.

SCHEDULE

**Person or Organization
(Name and Address)**

City of Moline
619 16th Street
Moline IL 61265-0000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time:

May 17, 202211:00 a.m.Project: MFT 22-00284-00-RP

				Legacy Corporation of Illinois		Walter D. Laud, Inc.		Langman Construction, Inc.	
ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS)	12	UNITS	\$500.00	\$6,000.00	\$10.00	\$ 120.00	\$ 75.00	\$900.00
2	TREE REMOVAL (OVER 15 UNITS)	66	UNITS	\$100.00	\$6,600.00	\$10.00	\$ 660.00	\$ 75.00	\$4,950.00
3	CHAIN LINK FENCE, SPECIAL	77	FOOT	\$60.00	\$4,620.00	\$100.00	\$ 7,700.00	\$ 40.00	\$3,080.00
4	EARTH EXCAVATION	2450	CU Yd	\$20.00	\$49,000.00	\$33.50	\$ 82,075.00	\$ 50.00	\$122,500.00
5	TRENCH BACKFILL (WATER)	1154	CU Yd	\$40.00	\$46,160.00	\$20.00	\$ 23,080.00	\$ 20.30	\$23,426.20
6	TRENCH BACKFILL (SANITARY)	2557	CU Yd	\$40.00	\$102,280.00	\$40.00	\$ 102,280.00	\$ 28.00	\$71,596.00
7	TRENCH BACKFILL (STORM)	145	CU Yd	\$40.00	\$5,800.00	\$5.00	\$ 725.00	\$ 15.00	\$2,175.00
8	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	5502	SQ YD	\$2.50	\$13,755.00	\$1.25	\$ 6,877.50	\$ 1.50	\$8,253.00
9	SEEDING SPECIAL COMPLETE	1	L.SUM	\$34,000.00	\$34,000.00	\$20,000.00	\$ 20,000.00	\$ 3,100.00	\$3,100.00
10	AGGREGATE BASE COURSE, TY B, 6"	99	SQ YD	\$14.00	\$1,386.00	\$15.00	\$ 1,485.00	\$ 12.50	\$1,237.50
11	AGGREGATE BASE COURSE, TY C, 6"	5502	SQ YD	\$14.00	\$77,028.00	\$13.00	\$ 71,526.00	\$ 12.50	\$68,775.00
12	AGGREGATE SURFACE COURSE, TY A, 6"	163	SQ YD	\$14.00	\$2,282.00	\$20.00	\$ 3,260.00	\$ 12.50	\$2,037.50
13	HOT-MIX ASPHALT SURFACE CSE., IL 9.5, MIX D, N50, 1.5"	28	TON	\$250.00	\$7,000.00	\$175.00	\$ 4,900.00	\$ 320.00	\$8,960.00
14	HOT MIX ASPHALT BINDER CSE., IL 9.5FG, N50, 1.5"	28	TON	\$250.00	\$7,000.00	\$175.00	\$ 4,900.00	\$ 320.00	\$8,960.00
15	PCC PAVEMENT, 7" W/INT. CURB	5163	SQ YD	\$56.00	\$289,128.00	\$72.00	\$ 371,736.00	\$ 58.00	\$299,454.00
16	PAVEMENT REMOVAL	503	SQ YD	\$14.00	\$7,042.00	\$18.00	\$ 9,054.00	\$ 10.00	\$5,030.00
17	DRIVEWAY PAVEMENT REMOVAL	386	SQ YD	\$14.00	\$5,404.00	\$18.00	\$ 6,948.00	\$ 10.00	\$3,860.00
18	HMA DRIVEWAY REMOVAL	106	SQ YD	\$10.00	\$1,060.00	\$18.00	\$ 1,908.00	\$ 10.00	\$1,060.00
19	PCC DRIVEWAY PAVEMENT	942	SQ YD	\$76.00	\$71,592.00	\$92.00	\$ 86,664.00	\$ 57.00	\$53,694.00
20	SIDEWALK REMOVAL	563	SQ FT	\$4.00	\$2,252.00	\$2.00	\$ 1,126.00	\$ 2.00	\$1,126.00

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

CITY OF MOLINE, IL BID TABULATION

May 17, 2022

11:00 a.m.

Project: MFT 22-00284-00-RP

				Legacy Corporation of Illinois		Walter D. Laud, Inc.		Langman Construction, Inc.	
ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
21	PCC SIDEWALK, 5"	8256	SQ FT	\$ 8.50	\$ 70,176.00	\$ 8.50	\$ 70,176.00	\$ 6.00	\$49,536.00
22	PCC SIDEWALK RAMP, 6"	924	SQ FT	\$ 15.00	\$ 13,860.00	\$22.00	\$ 20,328.00	\$ 11.00	\$10,164.00
23	DETECTABLE WARNINGS	180	SQ FT	\$ 40.00	\$ 7,200.00	\$50.00	\$ 9,000.00	\$ 50.00	\$9,000.00
24	TRAFFIC CONTROL	1	L. SUM	\$ 45,000.00	\$ 45,000.00	\$15,000.00	\$ 15,000.00	\$ 195,000.00	\$195,000.00
25	WATER MAIN, 8"	154	FOOT	\$ 95.00	\$ 14,630.00	\$132.00	\$ 20,328.00	\$ 150.00	\$23,100.00
26	WATER MAIN, 12"	1396	FOOT	\$ 150.00	\$ 209,400.00	\$122.00	\$ 170,312.00	\$ 170.00	\$237,320.00
27	WATER MAIN ENCASEMENT	163	FOOT	\$ 200.00	\$ 32,600.00	\$193.00	\$ 31,459.00	\$ 235.00	\$38,305.00
28	12" X 12" TAPPING TEE W/12" VALVE & BOX	1	EACH	\$ 7,500.00	\$ 7,500.00	\$8,300.00	\$ 8,300.00	\$ 5,500.00	\$5,500.00
29	WALVE & VAULT, 12"	3	EACH	\$ 5,000.00	\$ 15,000.00	\$7,800.00	\$ 23,400.00	\$ 6,000.00	\$18,000.00
30	VALVE & BOX, 8"	2	EACH	\$ 2,500.00	\$ 5,000.00	\$3,000.00	\$ 6,000.00	\$ 2,500.00	\$5,000.00
31	45 DEGREE BEND, 8"	4	EACH	\$ 500.00	\$ 2,000.00	\$560.00	\$ 2,240.00	\$ 500.00	\$2,000.00
32	45 DEGREE BEND, 12:"	2	EACH	\$ 1,000.00	\$ 2,000.00	\$1,250.00	\$ 2,500.00	\$ 850.00	\$1,700.00
33	TEE, 12" X 6"	3	EACH	\$ 1,250.00	\$ 3,750.00	\$1,500.00	\$ 4,500.00	\$ 1,000.00	\$3,000.00
34	TEE, 12' X 8"	2	EACH	\$ 1,450.00	\$ 2,900.00	\$1,560.00	\$ 3,120.00	\$ 1,100.00	\$2,200.00
35	SOLID SLEEVE, 8"	2	EACH	\$ 1,200.00	\$ 2,400.00	\$550.00	\$ 1,100.00	\$ 500.00	\$1,000.00
36	SOLID SLEEVE, 12"	1	EACH	\$ 1,500.00	\$ 1,500.00	\$1,100.00	\$ 1,100.00	\$ 900.00	\$900.00
37	DISCONNECT & PLUG, 8"	2	EACH	\$ 2,000.00	\$ 4,000.00	\$2,300.00	\$ 4,600.00	\$ 500.00	\$1,000.00
38	DISCONNECT & PLUG, 12"	2	EACH	\$2,500.00	\$ 5,000.00	\$3,700.00	\$ 7,400.00	\$ 800.00	\$1,600.00
39	ABANDON & FILL EX. WATER MAIN	42	CU YD	\$200.00	\$ 8,400.00	\$100.00	\$ 4,200.00	\$ 185.00	\$7,770.00
40	REMOVE VALVE & VAULT	5	EACH	\$800.00	\$ 4,000.00	\$500.00	\$ 2,500.00	\$ 700.00	\$3,500.00

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

CITY OF MOLINE, IL BID TABULATION

May 17, 2022

11:00 a.m.

Project: MFT 22-00284-00-RP

				Legacy Corporation of Illinois		Walter D. Laud, Inc.		Langman Construction, Inc.	
ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
			UNIT						
41	REMOVE FIRE HYDRANT	3	EACH	1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$2,100.00
42	FIRE HYDRANT ASSEMBLY COMPLETE	3	EACH	\$ 7,500.00	\$ 22,500.00	\$ 9,600.00	\$ 28,800.00	\$ 7,000.00	\$21,000.00
43	WATER SERVICE CONNECTION (CORPORATION), 1"	27	EACH	\$ 400.00	\$ 10,800.00	\$1,700.00	\$ 45,900.00	\$ 700.00	\$18,900.00
44	WATER SERVICE CONNECTION (CORPORATION), 1.25"	1	EACH	\$ 600.00	\$ 600.00	\$2,500.00	\$ 2,500.00	\$ 900.00	\$900.00
45	COOPER WATER SERVICE PIPE, 1"	603	FOOT	\$ 50.00	\$ 30,150.00	\$20.00	\$ 12,060.00	\$ 40.00	\$24,120.00
46	COPPER WATER SERVICE PIPE, 1.25"	7	FOOT	\$ 60.00	\$ 420.00	\$30.00	\$ 210.00	\$ 55.00	\$385.00
47	CURB STOP & BOX, 1"	27	EACH	\$ 500.00	\$ 13,500.00	\$400.00	\$ 10,800.00	\$ 300.00	\$8,100.00
48	CURB STOP & BOX, 1.25"	1	EACH	\$ 600.00	\$ 600.00	\$500.00	\$ 500.00	\$ 400.00	\$400.00
49	SANITARY SEWER SERVICE, 6"	667	FOOT	\$ 100.00	\$ 66,700.00	\$85.00	\$ 56,695.00	\$ 83.00	\$55,361.00
50	SANITARY SEWER, 8"	1312	FOOT	\$ 100.00	\$ 131,200.00	\$140.00	\$ 183,680.00	\$ 250.00	\$328,000.00
51	CONNECT SANITARY SERVICE TO MAIN, 8" X 6"	28	EACH	\$ 1,500.00	\$ 42,000.00	\$1,600.00	\$ 44,800.00	\$ 1,000.00	\$28,000.00
52	SANITARY MANHOLD, 4' DIA.	3	EACH	\$ 6,500.00	\$ 19,500.00	\$12,500.00	\$ 37,500.00	\$ 6,660.00	\$19,980.00
53	SANITARY MANHOLE W/INSIDE DROP, 4' DIA.	1	EACH	\$ 8,000.00	\$ 8,000.00	\$17,000.00	\$ 17,000.00	\$ 9,000.00	\$9,000.00
54	11.25 DEGREE BEND, 6" (SANITARY)	1	EACH	\$ 1,000.00	\$ 1,000.00	\$350.00	\$ 350.00	\$ 300.00	\$300.00
55	STORM SEWER REMOVAL, 12"	116	FOOT	\$ 10.00	\$ 1,160.00	\$20.00	\$ 2,320.00	\$ 10.00	\$1,160.00
56	STORM SEWER, 12"	681	FOOT	\$ 100.00	\$ 68,100.00	\$70.00	\$ 47,670.00	\$ 95.00	\$64,695.00
57	PIPE UNDERDRAIN, 4"	1982	FOOT	\$ 17.00	\$ 33,694.00	\$15.00	\$ 29,730.00	\$ 12.00	\$23,784.00
58	PIPE UNDERDRAIN, 4" (EXTRA DEPTH)	894	FOOT	\$ 22.00	\$ 19,668.00	\$22.00	\$ 19,668.00	\$ 14.00	\$12,516.00
59	CATCH BASIN SINGLE	9	EACH	\$4,750.00	\$ 42,750.00	\$4,400.00	\$ 39,600.00	\$ 3,700.00	\$33,300.00
60	CATCH BASIN DOUBLE	2	EACH	\$6,500.00	\$ 13,000.00	\$6,000.00	\$ 12,000.00	\$ 6,000.00	\$12,000.00

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

CITY OF MOLINE, IL BID TABULATION

May 17, 2022

11:00 a.m.

Project: MFT 22-00284-00-RP

				Legacy Corporation of Illinois		Walter D. Laud, Inc.		Langman Construction, Inc.	
ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
61	CATCH BASIN SPECIAL, NO. 3	1	EACH	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
62	STORM MANHOLE, 4' DIA.	3	EACH	\$ 5,000.00	\$ 15,000.00	\$ 3,500.00	\$ 10,500.00	\$ 3,000.00	\$9,000.00
63	TEMPORARY CLUSTER MAILBOX UNIT	2	EACH	\$ 1,000.00	\$ 2,000.00	\$ 0.01	\$ 0.02	\$ 500.00	\$1,000.00
Total					\$1,748,547.00		\$ 1,824,870.52		\$1,992,270.20

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

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time:

May 17, 202211:00 a.m.Project: MFT 22-00284-00-RP

ITEM NO.	ITEM	QTY	UNIT	Miller Trucking & Excavating Company		Five Cities Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS)	12	UNITS	\$ 100.00	\$ 1,200.00	\$ 70.00	\$ 840.00
2	TREE REMOVAL (OVER 15 UNITS)	66	UNITS	\$ 105.00	\$ 6,930.00	\$ 72.00	\$ 4,752.00
3	CHAIN LINK FENCE, SPECIAL	77	FOOT	\$ 200.00	\$ 15,400.00	\$ 14.00	\$ 1,078.00
4	EARTH EXCAVATION	2450	CU Yd	\$ 40.00	\$ 98,000.00	\$ 34.00	\$ 83,300.00
5	TRENCH BACKFILL (WATER)	1154	CU Yd	\$ 40.00	\$ 46,160.00	\$ 32.00	\$ 36,928.00
6	TRENCH BACKFILL (SANITARY)	2557	CU Yd	\$ 40.00	\$ 102,280.00	\$ 39.00	\$ 99,723.00
7	TRENCH BACKFILL (STORM)	145	CU Yd	\$ 40.00	\$ 5,800.00	\$ 32.00	\$ 4,640.00
8	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	5502	SQ YD	\$ 3.50	\$ 19,257.00	\$ 2.00	\$ 11,004.00
9	SEEDING SPECIAL COMPLETE	1	L.SUM	\$ 25,000.00	\$ 25,000.00	\$ 7,000.00	\$ 7,000.00
10	AGGREGATE BASE COURSE, TY B, 6"	99	SQ YD	\$ 15.50	\$ 1,534.50	\$ 17.00	\$ 1,683.00
11	AGGREGATE BASE COURSE, TY C, 6"	5502	SQ YD	\$ 11.50	\$ 63,273.00	\$ 14.00	\$ 77,028.00
12	AGGREGATE SURFACE COURSE, TY A, 6"	163	SQ YD	\$ 18.50	\$ 3,015.50	\$ 15.00	\$ 2,445.00
13	HOT-MIX ASPHALT SURFACE CSE., IL 9.5, MIX D, N50, 1.5"	28	TON	\$ 240.00	\$ 6,720.00	\$ 110.00	\$ 3,080.00
14	HOT MIX ASPHALT BINDER CSE., IL 9.5FG, N50, 1.5"	28	TON	\$ 240.00	\$ 6,720.00	\$ 110.00	\$ 3,080.00
15	PCC PAVEMENT, 7" W/INT. CURB	5163	SQ YD	\$ 85.00	\$ 438,855.00	\$ 68.00	\$ 351,084.00
16	PAVEMENT REMOVAL	503	SQ YD	\$ 15.00	\$ 7,545.00	\$ 12.00	\$ 6,036.00
17	DRIVEWAY PAVEMENT REMOVAL	386	SQ YD	\$ 15.00	\$ 5,790.00	\$ 12.00	\$ 4,632.00
18	HMA DRIVEWAY REMOVAL	106	SQ YD	\$ 15.00	\$ 1,590.00	\$ 12.00	\$ 1,272.00
19	PCC DRIVEWAY PAVEMENT	942	SQ YD	\$ 16.50	\$ 15,543.00	\$ 84.00	\$ 79,128.00
20	SIDEWALK REMOVAL	563	SQ FT	\$ 3.00	\$ 1,689.00	\$ 3.00	\$ 1,689.00

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

CITY OF MOLINE, IL BID TABULATION

May 17, 2022

11:00 a.m.

Project: MFT 22-00284-00-RP

ITEM NO.	ITEM	QTY	UNIT	Miller Trucking & Excavating Company		Five Cities Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
21	PCC SIDEWALK, 5"	8256	SQ FT	\$ 8.50	\$ 70,176.00	\$ 10.00	\$ 82,560.00
22	PCC SIDEWALK RAMP, 6"	924	SQ FT	\$ 16.75	\$ 15,477.00	\$ 26.00	\$ 24,024.00
23	DETECTABLE WARNINGS	180	SQ FT	\$ 17.00	\$ 3,060.00	\$ 35.00	\$ 6,300.00
24	TRAFFIC CONTROL	1	L. SUM	\$ 100,000.00	\$ 100,000.00	\$ 27,000.00	\$ 27,000.00
25	WATER MAIN, 8"	154	FOOT	\$ 160.00	\$ 24,640.00	\$ 140.00	\$ 21,560.00
26	WATER MAIN, 12"	1396	FOOT	\$ 130.00	\$ 181,480.00	\$ 142.00	\$ 198,232.00
27	WATER MAIN ENCASEMENT	163	FOOT	\$ 300.00	\$ 48,900.00	\$ 220.00	\$ 35,860.00
28	12" X 12" TAPPING TEE W/12" VALVE & BOX	1	EACH	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
29	WALVE & VAULT, 12"	3	EACH	\$ 6,000.00	\$ 18,000.00	\$ 6,000.00	\$ 18,000.00
30	VALVE & BOX, 8"	2	EACH	\$ 2,200.00	\$ 4,400.00	\$ 3,000.00	\$ 6,000.00
31	45 DEGREE BEND, 8"	4	EACH	\$ 550.00	\$ 2,200.00	\$ 700.00	\$ 2,800.00
32	45 DEGREE BEND, 12:"	2	EACH	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
33	TEE, 12" X 6"	3	EACH	\$ 1,200.00	\$ 3,600.00	\$ 900.00	\$ 2,700.00
34	TEE, 12' X 8"	2	EACH	\$ 1,200.00	\$ 2,400.00	\$ 950.00	\$ 1,900.00
35	SOLID SLEEVE, 8"	2	EACH	\$ 550.00	\$ 1,100.00	\$ 1,200.00	\$ 2,400.00
36	SOLID SLEEVE, 12"	1	EACH	\$ 900.00	\$ 900.00	\$ 1,300.00	\$ 1,300.00
37	DISCONNECT & PLUG, 8"	2	EACH	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
38	DISCONNECT & PLUG, 12"	2	EACH	\$ 1,750.00	\$ 3,500.00	\$ 800.00	\$ 1,600.00
39	ABANDON & FILL EX. WATER MAIN	42	CU YD	\$ 275.00	\$ 11,550.00	\$ 145.00	\$ 6,090.00
40	REMOVE VALVE & VAULT	5	EACH	\$ 750.00	\$ 3,750.00	\$ 950.00	\$ 4,750.00

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

CITY OF MOLINE, IL BID TABULATION

750 May 17, 2022

11:00 a.m.

Project: MFT 22-00284-00-RP

ITEM NO.	ITEM	QTY	UNIT	Miller Trucking & Excavating Company		Five Cities Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
41	REMOVE FIRE HYDRANT	3	EACH	\$ 750.00	\$ 2,250.00	\$ 800.00	\$ 2,400.00
42	FIRE HYDRANT ASSEMBLY COMPLETE	3	EACH	\$ 7,500.00	\$ 22,500.00	\$ 7,590.00	\$ 22,770.00
43	WATER SERVICE CONNECTION (CORPORATION), 1"	27	EACH	\$ 1,200.00	\$ 32,400.00	\$ 1,000.00	\$ 27,000.00
44	WATER SERVICE CONNECTION (CORPORATION), 1.25"	1	EACH	\$ 1,250.00	\$ 1,250.00	\$ 900.00	\$ 900.00
45	COOPER WATER SERVICE PIPE, 1"	603	FOOT	\$ 60.00	\$ 36,180.00	\$ 19.00	\$ 11,457.00
46	COPPER WATER SERVICE PIPE, 1.25"	7	FOOT	\$ 300.00	\$ 2,100.00	\$ 28.00	\$ 196.00
47	CURB STOP & BOX, 1"	27	EACH	\$ 1,250.00	\$ 33,750.00	\$ 800.00	\$ 21,600.00
48	CURB STOP & BOX, 1.25"	1	EACH	\$ 1,300.00	\$ 1,300.00	\$ 850.00	\$ 850.00
49	SANITARY SEWER SERVICE, 6"	667	FOOT	\$ 85.00	\$ 56,695.00	\$ 70.00	\$ 46,690.00
50	SANITARY SEWER, 8"	1312	FOOT	\$ 152.00	\$ 199,424.00	\$ 128.00	\$ 167,936.00
51	CONNECT SANITARY SERVICE TO MAIN, 8" X 6"	28	EACH	\$ 1,600.00	\$ 44,800.00	\$ 1,200.00	\$ 33,600.00
52	SANITARY MANHOLD, 4' DIA.	3	EACH	\$ 11,500.00	\$ 34,500.00	\$ 7,000.00	\$ 21,000.00
53	SANITARY MANHOLE W/INSIDE DROP, 4' DIA.	1	EACH	\$ 17,000.00	\$ 17,000.00	\$ 7,500.00	\$ 7,500.00
54	11.25 DEGREE BEND, 6" (SANITARY)	1	EACH	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00
55	STORM SEWER REMOVAL, 12"	116	FOOT	\$ 35.00	\$ 4,060.00	\$ 20.00	\$ 2,320.00
56	STORM SEWER, 12"	681	FOOT	\$ 80.00	\$ 54,480.00	\$ 69.00	\$ 46,989.00
57	PIPE UNDERDRAIN, 4"	1982	FOOT	\$ 24.00	\$ 47,568.00	\$ 10.00	\$ 19,820.00
58	PIPE UNDERDRAIN, 4" (EXTRA DEPTH)	894	FOOT	\$ 27.00	\$ 24,138.00	\$ 12.00	\$ 10,728.00
59	CATCH BASIN SINGLE	9	EACH	\$ 4,400.00	\$ 39,600.00	\$ 2,800.00	\$ 25,200.00
60	CATCH BASIN DOUBLE	2	EACH	\$ 7,500.00	\$ 15,000.00	\$ 3,100.00	\$ 6,200.00

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

CITY OF MOLINE, IL BID TABULATION

May 17, 2022

11:00 a.m.

Project: MFT 22-00284-00-RP

				Miller Trucking & Excavating Company		Five Cities Construction Company	
ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
61	CATCH BASIN SPECIAL, NO. 3	1	EACH	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
62	STORM MANHOLE, 4' DIA.	3	EACH	\$ 3,000.00	\$ 9,000.00	\$ 3,800.00	\$ 11,400.00
63	TEMPORARY CLUSTER MAILBOX UNIT	2	EACH	\$ 2,500.00	\$ 5,000.00	\$ 600.00	\$ 1,200.00
Total					\$ 2,071,280.00		\$ 1,728,754.00
							INCOMPLETE

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

COW/COUNCIL ACTION REPORT
June 7, 2022

A Resolution accepting the Comprehensive Annual Financial Report prepared by Baker Tilly US, LLP for the Fiscal Year of January 1, 2021, through December 31, 2021, for all municipal funds.

SUGGESTED ACTION:

ATTACHMENTS: [1105-2022 FIN RES1 Courtney-Carol - FY2021 CAFR - CBx.pdf](#)

Council Bill/Resolution No. 1105-2022
Sponsor _____

A RESOLUTION

ACCEPTING the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause, LLP for the Fiscal Year of January 1, 2021, through December 31, 2021, for all municipal funds.

WHEREAS, municipalities over 2,500 in population must have an annual audit in accordance with generally accepted accounting principles; and

WHEREAS, the Comprehensive Annual Financial Report is an expression of opinion as to whether the financial statements are fairly presented in conformity with appropriate accounting principles.

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

That the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause, LLP for the Fiscal Year of January 1, 2021, through December 31, 2021, for all municipal funds is hereby accepted by the City Council as an accurate reflection of the status of the City's finances as of December 31, 2021, which annual report shall be filed with the governmental agencies, financial institutions and other such appropriate offices designated within the proper time frame; provided, however, that said report is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022

Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____

City Clerk

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing approval of a proposed amendment (Substantial Amendment 1) to the City of Moline's 2021 Annual Action Plan, Substantial Amendment 1, approved by Council Bill/Resolution No. 1114-2021, for the purpose of program fund reallocation; and authorizing the Mayor to implement the program activity set forth in the City of Moline's 2021 Annual Action Plan Substantial Amendment 1 upon the Department of Housing and Urban Development's (HUD's) approval of said Amendment 1.

SUGGESTED ACTION:

ATTACHMENTS: [1106-2022 PLA RES Claire-Whitley-2021 AAP Amendments-CBx.pdf](#)

Council Bill/Resolution No. 1106-2022

Sponsor: _____

A RESOLUTION

APPROVING Proposed amendments to the 2021 CDBG Annual Action Plans for the purpose of fund reallocation.

WHEREAS, the City of Moline approved Council Bill/Resolution No. 1114-2021 on May 25, 2021 approving, in part, projects and program recommendations of the Citizens Advisory Council on Urban Policy (CACUP) for the use of 2021 Community Development Block Grant funds (CDBG) and the 2021 Annual Action Plan; and further authorizing the Mayor to implement those approved projects and programs upon the approval of the City of Moline 2021 Annual Action Plan, Amendment 1 by the U.S. Department of Housing and Urban Development and to exercise any and all powers required to obtain such funding and to implement those approved projects; and

WHEREAS, the City of Moline intends to amend the 2021 CDBG Annual Action Plan Amendment 1 by modifying the following activity allocations:

2016 – 2019 Carryover Funding (\$138,436.88) (RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activities/allocations.

2020 Boys & Girls Club (\$4,248) (RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

2020 Program Planning Activities (AI) (\$5,000) (ELIMINATE & RE-ALLOCATE) Re-allocate the remaining program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Administration (\$96,752) (REDUCE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Structural Neighborhood Abatement Program (SNAP) (\$35,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Program Planning Activities (AI) (\$5,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Homebuyer Assistance Program (\$35,000) (REDUCE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Community Housing Services (CHS) Program (\$125,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to two new activities (\$18,000) Moline Parks & Recreation – Summer Program. (\$12,000) Moline Parks & Recreation – Pool Passes. Re-

allocate the remaining program activity funds (\$95,000) to the 2021 Neighborhood Infrastructure Projects activity.

2021 Critical Assistance Program (CAP) (\$15,000) (ELIMINATE & RE-ALLOCATE) Re-allocate program funds to the 2021 Neighborhood Infrastructure Projects activity.

2021 Neighborhood Infrastructure Projects (NIP) (\$429,436.88) (ADDITIONAL FUNDING) CDBG funds will provide for the installation or extension of the useful life of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, traffic lights/signs, landscaping, street lighting, and/or street signs that are part of a more extensive street improvements; improvements to sidewalks; Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants.

2021 Moline Parks & Recreation – Summer Program (\$18,000) (New Funding) CDBG funds will provide for a 4-week free Summer Camp Program for kids that will provide hands on educational opportunities at the Police Department, Fire Department, Library, and Water Department.

2021 Moline Parks & Recreation – Pool Passes (\$12,000) (New Funding) CDBG funds will provide one plunge pass to each low-to-moderate income family once they qualify.

WHEREAS, said statement and projected use of funds reflects programs recommended by Citizens Advisory Council on Urban Policy and are consistent with the local and national objectives of the Housing and Community Development Act of 1974, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, approves the projects and program recommendations of the Citizens Advisory Council on Urban Policy (CACUP) for the use of carryover funding from 2016 through 2019 of Community Development Block Grant funds (CDBG) and the 2020 CDBG Annual Action Plan, Amendment 1 and the 2021 CDBG Annual Action Plan, which contains said projects and programs.

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022

Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____
City Clerk

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Fleet and Facilities Manager to purchase three complete Type I Ambulances from Osage Industries, Incorporated in Linn, Missouri on BuyBoard Contract #650-21 in the amount of \$924,648.

SUGGESTED ACTION:

ATTACHMENTS:

[1109-2022 PW RES1 Mark - 2024 Ambulances - CBxg.pdf](#)

[1109-2022 PW RES1 Mark - 2024 Ambulances - ATT.pdf](#)

Council Bill/Resolution No. 1109-2022
Sponsor: _____

A RESOLUTION

AUTHORIZING the Fleet and Facilities Manager to purchase three complete Type I Ambulances from Osage Industries, Incorporated in Linn, Missouri, on BuyBoard Contract #650-21, in the amount of \$924,648.

WHEREAS, Fire Department and Fleet Services staff have determined it would be in the best interest of the City to recommend the replacement purchase of the City's three ambulances that are currently budgeted in fiscal year 2024; and

WHEREAS, severe supply chain and equipment availability deficits show a current lead time of 20 to 24 months and require advance purchasing to ensure items are received on time; and

WHEREAS, the Fire department formed a committee comprised of representatives in each of the positions and it was determined by the committee, and echoed by Deputy Chief Noyd, that Osage would be their preferred manufacturer; and

WHEREAS, funds are available in the Vehicle Replacement account, the Liability fund, and in restricted ARPA funds; and

WHEREAS, the City is able to purchase these units through BuyBoard, a National Joint Purchasing Cooperative, utilizing contract #650-21.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize the Fleet and Facilities Manager to purchase three complete Type I Ambulances from Osage Industries, Incorporated in Linn, Missouri, on BuyBoard Contract #650-21 in the amount of \$924,648.

CITY OF MOLINE, ILLINOIS

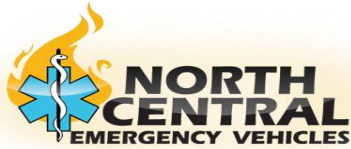
Mayor

June 7, 2022
Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____
City Clerk



Moline Fire Department Ambulance Quote

Moline Fire Department

1630 8th Ave,
Moline, IL 61265

May 31, 2022

Ambulance Quote/Bid: 2024 Osage Super Warrior Type 1 Ambulance

Thank you for allowing North Central Emergency Vehicles and Osage Ambulances the opportunity to submit this quote on your potential next ambulance purchase.

Ambulances Bid:

Osage Industries, Linn, MO – North Central Emergency Vehicles (Distributor)

Three (3) Ford F-550 4x4 Gas "Chassis" with Type I Osage Super Warrior 174" Conversion w/74" Headroom

Estimated Delivery Dates: Estimated Delivery date in between 3rd and 4th quarter in 2024. With current delays with OEM (Ford) and material suppliers. These are estimated dates.

Quote Pricing: Pricing included in this quote is valid until June 22nd, 2022

Ambulances Quote

Two (2) 2024 Osage Super Warrior Type 1 Ambulance

Includes-Per Moline Fire Spec and Prints Attached

Module 174" Length, 74" Headroom, 96" module width

Stryker Power-Load Cot Mounting System (Power Load ONLY)

Full Graphics Package

FIN FORD Rebate (If available through Ford)

One (1) 2024 Osage Super Warrior Type I Ambulance

Includes-Per Moline Fire Spec and Prints Attached

Module 174" Length, 74" Headroom, 96" module width

Stryker Power-Load Cot Mounting System

Stryker Power Pro II XT Cot

Full Graphics Package

FIN FORD Rebate (If available through Ford)

Ambulances Bid Price:

\$924,648.00

Thank you.

Respectfully,

Mark A Clemens

Mark Clemens, Illinois Sales Manager

Client satisfaction is our number one priority, we ask you to give us the chance to prove it.

Cell (815) 374-4011

salesil@Northcentralambulance.com

Osageambulances.com

**OSAGE AMBULANCE
2024 WARRIOR
ORDER FORM**

LAST UPDATED 05/19/2022

Dealer Name: North Central Emergency Vehicles

Salesperson: Mark Clemens

Customer Name: Moline Fire Department
& Address 1630 8th Ave
Moline, IL 61265

Shipping Address: _____

Fleet Number: QD482

Contact Name: Travis Noyd
Deputy Chief-EMS

Email: tnoyd@moline.il.us

Phone: _____

Fax: _____

Chassis Type: Ford F-550 4x4 Gas

Osage Unit #: _____

VIN: _____

Qty			Total
	CHEVROLET G-SERIES TYPE III - 2024 CHASSIS ONLY		
	Chevy G3500, 139" WB - Gas	EST	
	Chevy G4500, 159" WB - Gas	EST	
	CHEVROLET G-SERIES TYPE III - 2024 CONVERSION ONLY		
	Chevrolet 2148 Warrior		
	Chevrolet 2168 Super Warrior		
	FORD E-SERIES TYPE III - 2024 CHASSIS ONLY		
	Ford E350, 138" WB - GAS	EST	
	Ford E450, 158" WB - GAS	EST	
	FORD E-SERIES TYPE III - 2024 CONVERSION ONLY		
	Ford 2148 Warrior		
	Ford 2168 Super Warrior		
	MERCEDES-BENZ SPRINTER - 2024 CHASSIS ONLY		
	Mercedes-Benz Sprinter Diesel Chassis	EST	
	MERCEDES-BENZ SPRINTER - 2024 CONVERSION ONLY		
	Mercedes-Benz Sprinter 2148 Warrior III		
	FORD F-SERIES TYPE I - 2024 w/UREA - D.E.F. - CHASSIS ONLY		
	(Call for Chassis Availability)		
	F-450, 169" WB, 4x2	EST	
	F-450, 169" WB, 4x4	EST	
	F-550, 193" WB, 4x2	EST	
	F-550, 193" WB, 4x4	EST	
	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)		
	Option: Add Front Liquid Spring		
	Option: Add Aluminum Wheels		
	FORD F-SERIES TYPE I - 2024 GAS - CHASSIS ONLY		
	(Call for Chassis Availability)		
	F-450, 169" WB, 4x2	EST	
	F-450, 169" WB, 4x4	EST	
	F-550, 193" WB, 4x2	EST	
<u>1</u>	F-550, 193" WB, 4x4	EST	<u>\$52,145.00</u>
<u>1</u>	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)		<u>\$10,350.00</u>
	Option: Add Front Liquid Spring		
	Option: Add Aluminum Wheels		
	FORD F-SERIES TYPE I - 2024 CONVERSION ONLY		
	Ford 2148 Warrior		
<u>1</u>	Ford 2168 Super Warrior		<u>\$139,861.00</u>

RAM TYPE I w/UREA - 2024 CHASSIS ONLY

Ram 4500, 168" WB, 4x2	EST
Ram 4500, 168" WB, 4x4	EST
Ram 5500, 192" WB, 4x2	EST
Ram 5500, 192" WB, 4x4	EST
Option: Liquid Spring Suspension	
Option: Add Front Liquid Spring	
Option: Add Aluminum Wheels	

RAM TYPE I - 2024 GAS - CHASSIS ONLY

Ram 4500, 168" WB, 4x2	EST
Ram 4500, 168" WB, 4x4	EST
Ram 5500, 192" WB, 4x2	EST
Ram 5500, 192" WB, 4x4	EST
Option: Liquid Spring Suspension	
Option: Add Front Liquid Spring	
Option: Add Aluminum Wheels	

RAM TYPE I 2024 CONVERSION ONLY

Ram 2148 Warrior
Ram 2168 Super Warrior

CHEVROLET TYPE I - 2024 CHASSIS ONLY

Chevy 5500, 189" WB, 4x2 w/Liquid Spring (Includes TM-21 A/C Compressor) EST
Chevy 5500, 189" WB, 4x4 w/Liquid Spring (Includes TM-21 A/C Compressor) EST

CHEVROLET TYPE I 2024 CONVERSION ONLY

Chevy 2168 Super Warrior (172" body, front mount condenser, cab steps included)

Freightliner / International TYPE I - 2024 CONVERSION ONLY

2168/Freightliner / International Med-Duty
--

MODULE

- Warrior: 148" L x 68" Headroom
- Super Warrior: 168" L x 72" Headroom
- Aluminum Diamond Plate Running Boards
- Rear Mud Flaps
- Totally "Seamless" Body Construction
- Exterior Side & Roof Panels .125" Aluminum
- One-Piece Exterior Side Panels
- One-Piece Crowned Roof
- Frame Members 2" x 2" Aluminum Tubing
- Frame Members on 12" Centers or Less
- Diamond Plate Shields:
 - Across Lower Rear of Body
 - Across Lower Front of Body
 - Lower 1/3 of Entry Doors
- All Exterior Doors "Pan-Formed" / Extruded Double Break Construction

- All Body Openings "Seamless"
- All Door Latches Mounted Behind Gaskets
- Exterior Compartment @ Front Left for Storage of Oxygen Tank and Back Boards
- Exterior Compartment Adjustable Shelving
- Exterior Compartment Lighting
- Cast "Grabber" Door Holders
- Lower Body Impact Rub Rails
- Polished Stainless Steel Fenderettes
- Flip-up Rear Step Bumper w/ 4" x 18" Dock Bumpers
- Automotive Undercoating

WARNING SYSTEM

- Two Red Whelen ION-T Mounted in grill
- Four Red Whelen ION-T Intersection Lights Mounted in Front and Rear Fenders
- Eight Red LED Whelen 9x7 Modular Lights
- One Clear LED Whelen 9x7 Front Modular Light
- One Amber LED Whelen 9x7 Rear Modular Light
- Two LED Whelen 9x7 Scene Lights Per Side

- Two LED Whelen 9x7 Rear Load Lights
- Primary / Secondary Switching
- Whelen 295 SLSA1 Siren
- Siren / Horn Switch
- Cast Siren Speaker
- Rear DOT Lighting Whelen LED 4x6 w/ Chrome Flanges: Red Tail / Brake, Amber Arrow Turn
- Reverse are LED

PAINT & MARKINGS

- 8" Belt Line Paint Stripe
- Base Coat / Clear Coat Modular Paint

- "No Smoking" & "Fasten Seat Belt" Signs
- Ambulance / Star-of-Life Decals

ELECTRICAL

- Digital Voltmeter
- Audible Low-Voltage Alarm
- Weldon V-Mux Electrical System w/ Load Management & Sequencing System
- Wiring Color-Coded and Heat Embossed Every 6" w/ Function
- Power Distribution Panel Easily Accessible Via Hinged Access Door in Action Area
- One Piece Molded Front Switch Console
- Hinge Mounted Attendant Switch Console
- Control Console Backlighting Dimmer

- Battery Switch Activated via Ignition Switch
- Open Door Warning Light
- Hand Held 300,000 CP Spotlight
- Whelen Dual Intensity LED Patient Compartment Dome Lights
- Exterior Weatherproof Shoreline Receptacle
- Two Interior 110V Duplex Receptacles
- Two Interior 12V Cigar Style Receptacles
- One Pre-Wire Antenna Cable
- Electrical Back-up Alarm

INTERIOR

- All Vertical Corners 1" Radii
- Stainless Steel Aisle Panel, Left Side, Full Length x 18" x .060"
- Lon-Plate, non skid Vinyl Flooring Rolled 3" Up Both Sides of the Aisle
- EMT Seat, Pedestal Mounted Deluxe **Seamless** Vinyl Captains Chair w/3-Pt Belt
- CPR Seat, three piece, molded contoured cushions
- Squad Bench
- Retractable Seat Belts for All Locations
- Handicap Style, 1 1/2" Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
- Handicap Style, 1 1/2" Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
- Padded Bulk-Head Cabinet Doors
- ALS Compartment w/ In/Out Access
- 2 Adjustable Shelves in ALS

- R-29 Reflectics Insulation Through-out Module
- Thermostatically Controlled Patient Compartment Heat & Cool System
- 3-Speed Manual Fan Control
- Rear Heat & Cool Unit Mounted Floor Level;
 - * Moisture Drains Directly Through Floor
 - * Short Coolant Circulation Distance
 - * Eliminates Vertical Circulation of Coolant
 - * Unit Easily Accessible for Maintenance
- Overhead Air Distribution w/ Floor Level Filtered Air Return for Optimum Circulation
- Two Recessed, Swing-up Dual IV Hangers
- "Zico" Retaining Bracket for Oxygen "M" Cyl
- Three "Ohio" Oxygen Outlets
- SSCOR Suction System
- Locking Sharps Container (Shipped Loose)
- Locking Drug Compartment
- Digital Clock
- Stryker "Performance Load" Cot Fastener
- **Seamless Seat Cushions**

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Continued

Qty	Whelen Smart Linear LED's	Total
<u>1</u>	W-15 Additional 900 Solid LED, R, B or A	<u>\$230.00</u>
<u>2</u>	W-16 Additional 900 Solid LED, C	<u>\$530.00</u>
	W-17 Additional 900 Green	
	W-18 Additional 900 R/B or R/A LED	
	W-19 Additional 900 R/C or B/C LED	
	W-20 Upgrade 900 LED to Solid C	
	W-21 Upgrade 900 LED to Green	
	W-22 Upgrade 900 to Split R/B or R/A	
	W-23 Upgrade 900 to Split R/C or B/C	
	W-24 700 LED I.L.O. ION-T, R, B or A	
	W-25 700 LED I.L.O. ION-T R/B or R/A	
	W-26 700 LED I.L.O. ION-T, All or 1/2 Clr	
	W-27 Additional 700 LED R, B or A	
	W-28 Additional 700, R/B or R/A	
	W-29 Additional 700 LED All or 1/2 Clr	
	W-30 Additional 600 LED, R, B or A	
	W-31 Additional 600, R/B or R/A	
	W-32 Additional 600 LED All or 1/2 Clr	
	W-33 Additional 500 LED, R, B or A	
	W-34 Additional 500, R/B or R/A	
	W-35 Additional 500 LED, All or 1/2 Clr	
	W-36 Upgrade 900 to M9 LED, R, B, A, R/B, R/A	
	W-37 Upgrade 900 to M9, All or 1/2 Clear	
	W-38 Additional M9, Red, B, A, R/B, R/A	
	W-39 Additional M9 (All or 1/2 CLR)	
	W-40 Upgrade ION-T to M6 Red, B, A	
	W-41 Upgrade ION-T to M6, R/B, or R/A	
	W-42 Upgrade ION-T to M6 All or 1/2 CLR	
	W-43 Additional M6 LED, R, B or A	
	W-44 Additional M6, R/B or R/A	
	W-45 Additional M6 LED, All or 1/2 Clr	
	W-46 Upgrade ION-T to M7 R, B or A	
	W-47 Upgrade ION-T to M7 R/B, or R/A	
	W-48 Upgrade ION-T to M7 All or 1/2 CLR	
	W-49 Additional M7 LED, R, B or A	
	W-50 Additional M7 LED, R/B, R/A	
	W-51 Additional M7 LED, All or 1/2 Clr	
	W-52 Whelen ION-T, R, B, A	
<u>4</u>	W-53 Whelen ION-T, R/B or R/A	<u>\$720.00</u>
	W-54 Whelen ION-T, All or 1/2 Clr	
<u>8</u>	W-55 Whelen OS Light	<u>\$440.00</u>
<u>8</u>	W-56 Add Any Light to Interior of Door (Add to Light Price)	<u>\$400.00</u>

Specify Flash Pattern to set LED's to _____
 LED's to be: _____ Unsynchronized _____ Synchronized on K Flasher

Qty	Scene Lights	Total
	W-57 Whelen 90COENZR 24-DIODE Scene Light, Additional	
	W-58 Whelen 700 Scene LED Additional	
	W-59 M9 LED Scene, Upgrade	
	W-60 M9 LED Scene, Additional	
	W-61 M7 LED Scene, Upgrade	
	W-62 M7 LED Scene, Additional	
	W-63 Pioneer Single w/Flange, Upgrade PCPSM1C	
	W-64 Pioneer Spot & Flood w/Flange, Upgrade PCPSM2C	
	W-65 Pioneer Single w/Flange, Additional PCPSM1C	
	W-66 Pioneer Spot & Flood w/Flange, Additional PCPSM2C	
	W-67 Upgrade Brake/Tail to M6 (Pair)	
	W-68 Upgrade Turn to M6 (Pair)	
	W-69 Upgrade Reverse to M6 (Pair)	

ELECTRICAL OPTIONS		
Qty	Inverters, Chargers, Batteries, Shorelines & Outlets	Total
	E-01 Pre-Wire for Vanner Inverter with Remote Switch	
<u>1</u>	E-02 Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100	<u>\$1,695.00</u>
Choose One: Inverter on with ___ Ignition ___ Switch in Rear Panel		
	E-03 Iota P.C. 30 Battery Charger	
	E-04 Iota P.C. 45 Battery Charger (Requires 30 Amp Shoreline)	
NOTE: BATTERY CHARGER REQUIRED IN KKK-F		
	E-05 Add 2nd 20amp shoreline and circuit	
	E-06 OEM Batteries Mounted in Slide Out Tray in Exterior Battery Compt. (N/A on Type I)	
	E-07 Additional (3rd) Matching Battery (Requires Ordering Exterior Battery Compartment)	
	E-08 Upgrade to Twist Lock 30 Amp Shoreline	
<u>1</u>	E-09 Upgrade to Kussmaul Auto Eject Shoreline Plug, 20 Amp	<u>\$430.00</u>
	E-10 Upgrade to Kussmaul Auto Eject Shoreline Plug, 32 Amp	
<u>1</u>	E-11 Shoreline Indicator at Shoreline	<u>\$225.00</u>
Qty	Outlets & Interior Lighting	Total
<u>3</u>	E-12 110 V Outlet, Additional per Outlet	<u>\$390.00</u>
	12V DC Outlet, Cigar Style, Additional per Outlet	Note: Outlets will be Ignition Hot unless
	E-13 otherwise specified	
	E-14 110/USB Outlet	
<u>2</u>	E-15 Dual USB Outlet	<u>\$210.00</u>
	E-16 Single Overhead Reading Light in Cab	
<u>2</u>	E-17 R/W Dome Light in Cab	<u>\$420.00</u>
	E-18 LED Federal Little Lite	
	E-19 Check-Out Lights, 2 - 12 Volt LED, 36",	
	E-20 Additional LED Check Out Lights (Per Light)	
<u>1</u>	E-21 Interior Cabinet Lighting w/On/Off Switch Mounted in Action Panel (Strip LED)	<u>\$800.00</u>
<u>1</u>	E-22 Power Door Lock Control Head	<u>\$600.00</u>
<u>7</u>	E-23 Power Door Lock Per Door	<u>\$1,120.00</u>
	E-24 LED Lights (3) Above Rear Entry Doors (Brake & Turn)	
<u>9</u>	E-25 Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)	<u>\$135.00</u>
	E-26 Whelen Rectangular LED Domes (Upgrade per Light)	
	E-27 Intertech Round LED Domes (Upgrade per Light)	
<u>1</u>	E-28 Additional Dome Lights (Add to Cost of Upgrade Light, if Ordered)	<u>\$175.00</u>
	E-29 Upgrade Dome to Red/Clear	
	E-30 Upgrade Dome to Blue/Clear	
	E-31 Heart of Chrome Customs UV Light	
Qty	Switches & Secure Idle	Total
	E-32 (3) Switch Auxiliary Panel	
	E-33 Extra Switch & Pre-Wire (Separate From V-MUX System)	
<u>1</u>	E-34 Hidden Switch in Grill for Door Locks	<u>\$175.00</u>
	E-35 Idle Lock Security System	
<u>1</u>	E-36 2nd Switch Panel on Curbside Wall	<u>\$900.00</u>
Qty	Pre-wires, Radios, Intercom, & Clocks	Total
<u>2</u>	E-37 Antenna Pre-Wire, (additional per Pre-Wire)	<u>\$100.00</u>
<u>3</u>	E-38 Pre-Wire & Ground for Radio, (additional per Pre-Wire)	<u>\$180.00</u>
	Install Customer Radio Cable (each)	
<u>4</u>	E-39 Note: Specify Brand of Radio Cable: _____	<u>\$600.00</u>
<u>1</u>	E-40 Install Customer Antenna (each)	<u>\$150.00</u>
<u>4</u>	E-41 Install Customer Radio Head (each)	<u>\$1,000.00</u>
	E-42 Two Radio Speakers in Patient Compartment	
	E-43 Volume Control for Rear Speakers Mounted in Action Area	
<u>1</u>	E-44 Intelli-Tech Time Manager	<u>\$370.00</u>
	E-45 Carbon Monoxide Monitor	

Qty	ELECTRICAL OPTIONS		Total
	Continued		
Qty	V-Mux Options		Total
<u>1</u>	E-46	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis)	<u>nc</u>
<u>1</u>	E-47	Park Brake Override Switch	<u>nc</u>
	E-48	Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)	<u>nc</u>
	E-49	Truck Information Screen (w/Vista IV Upgrade Only)	<u>nc</u>
<u>1</u>	E-50	Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)	<u>nc</u>
<u>1</u>	E-51	Up to 10 Speeds on Exhaust Fans (Off-On is Standard)	<u>nc</u>
<u>1</u>	E-52	Up to 10 Speeds on HVAC Fan	<u>nc</u>
	E-53	Custom Flash Patterns (Specify on Page 9)	<u>nc</u>
<u>1</u>	E-54	Rear Flashers on in Reverse (Specify on Page 9)	<u>nc</u>
<u>1</u>	E-55	Side Scene on in Reverse	<u>nc</u>
<u>1</u>	E-56	Brake Override	<u>nc</u>
	E-57	Custom Load Sequencing (On or Off) (Specify on Page 9)	<u>nc</u>
	E-58	Custom Load Shedding (Specify on Page 9)	<u>nc</u>
	E-59	Upgrade Switches to Vista IV Screens	
	E-60	3rd Vista IV Monitor in Rear	
	E-61	3-Switch Pod & 3-Lights for Silent Intercom	
	E-62	Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)	
	E-63	O2 Sensor for V-MVX System (Requires Ordering M-16) (w/Vista IV Upgrade Only)	
	E-64	Exterior Temperature Readout (w/Vista IV Upgrade Only)	
	E-65	Ammeter Readout (w/Vista IV Upgrade Only)	
Qty	HVAC Systems		Total
	E-66	110V Heater in Patient Compartment w/ 2nd Shoreline	
	E-67	Danhardt 110V Heat/Cool Unit Installed in Squad Bench	
	E-68	Stadco Model CP7 Diesel 6KW Liquid Cooled Generator (S-Warrior Only)	
	E-69	Norcold 1.7 cubic feet Refrigerator	
	E-70	Dometic Refrigerated Drawer CD-030	
	E-71	IV Warmer Pad, (Pet Pad) (110V)	
	E-72	IV Warmer Pad, (Smithworks) (12V)	
	E-73	Digital Thermostat	
	E-74	Auxiliary Condenser	
	E-75	Upcharge to Install Condensor on Front of Module	
	E-76	Rooftop-Mount Condenser	
	E-77	2nd Engine - Driven Compressor	
Qty	Mirrors, Hind-Sight, Backup Camera, & Spotlights		Total
	E-78	Velvac XG2020 Velvac Heat/Remotes, Black ___ White ___ (Black Std. on G-Cuts)	
	E-79	Same As Above, Chrome	
	E-80	Brigade Sonar Backup Assist	
	E-81	Safety Vision Color Reverse Camera	
<u>1</u>	E-82	Safety Vision Color Reverse & Interior Cameras	<u>\$1,145.00</u>
	E-83	Brigade Color Reverse Camera	
	E-84	Brigade Color Reverse and Interior Cameras	
	E-85	Go-Light Wireless Remote Control Roof Mount LED Spotlight, White	
	E-86	Go-Light Wireless Remote Control Roof Mount LED Spotlight, Chrome	

INTERIOR OPTIONS		
Qty	Laminate & Vinyl	Total
	I-01 Custom Laminate Color	
	I-02 Custom Vinyl Color	
	Note Provide Colors: Laminate Color: DOVE GRAP (Standard Colors: Dove Grey, Grey Glace, Grey Nebula) Vinyl Color: ASH GRAY (Standard Colors: Cobalt Blue, Wedge Wood Blue, Ash Gray, Desert Rose Red) Lonplate Color: #176 Pewter, #424 Gunmetal, #165 Sapphire	
Qty	Flooring, Aisle, Backboard Slots	Total
	I-03 Lonspeck #SX112 Magnetic Gray	
1	I-04 Lon-Coin Flooring Note: Provide Color: <u> #150 Black Onyx </u>	\$100.00
	I-05 Lon-Plate Flooring, Custom Color Note: Provide Custom Color: _____	
	I-06 Composite Subfloor	
Qty	Seating, Squad Bench, EMT, CPR	Total
1	I-07 Swivel Pedestal for EVS Attendant Seat	\$400.00
	<i>Price to Upgrade EMT Seat:</i>	
1	I-08 3-Pt. Child Seat	\$465.00
	I-09 4-Pt. Bucket Seat	
	I-10 4-Pt. Child Seat	
	I-11 5-Pt. Bucket Seat	
	I-12 5-Pt. Child Seat	
	I-13 6-Pt. Bucket Seat	
	I-14 6-Pt. Child Seat	
	I-15 Add Recline to EVS Seat	
	I-16 EVS Mobility I w/3-pt, 1769 Seat <i>NOTE: This Seat Requires 39" From Wall for Swivel</i>	
	I-17 3-Pt 1769 Seat, fixed Pedestal, I.L.O. Bench or CPR	
	I-18 4-Pt 1769 Seat, fixed Pedestal, I.L.O. Bench or CPR	
	I-19 Armrest for EVS Seat (Each)	
1	6-Point Seat Belt, Per Position Note: Specify Color (If no color is chosen, black will be provided: Black <input checked="" type="checkbox"/> Orange <input type="checkbox"/> Red <input type="checkbox"/> Yellow <input type="checkbox"/>	\$510.00
	I-20 Aluminum Plates in Wall for Future Installation of 6-Pt. Belts (per seating position)	
	I-21 Cargo Net, End of Squad Bench	
	I-22 12" Seat Belt Extension	
	I-23 Seat Belt Monitor (requires sensors below)	
	I-24 Sensor for EVS Seat (per position)	
	I-25 Sensor for 2-Point Belt (per position)	
	I-26 Sensor for 6-Point Belt (per position)	

INTERIOR OPTIONS

Continued

Qty

Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts

Total

Note: Select One of the Following No/Charge Front Console Configurations:

<u>1</u>	Dual Drink Holders	
	Driver's Side Drink Holder Only	
	No Drink Holders will be provided (unless otherwise noted)	
	I-28 Radio/Notebook Cabinet in Cab (Standard Design) (Standard in T-I's)	
<u>1</u>	I-29 Radio/Notebook Cabinet in Cab (Design Required)	<u>\$450.00</u>
	I-30 Customize Console in Type I	
	I-31 Removable Padded Armrests for Console (Pair)	
<u>1</u>	I-32 Aluminum Cabinetry (Requires Spray Coating)	<u>\$7,020.00</u>
	Choose Zolatone Color: _____	
	NOTE: Depending on Cabinet Layout, Varying Amounts of Wood Panels will be used in Construction	
	I-33 Narrow Bulkhead	
	I-34 Cabinet Over Rear Doors	
	Cabinet Over Squad Bench, (Requires 43" Between Bench Cushion & Cabinet) (Standard in 2168)	
	I-35	
	Cabinet over CPR Seat (Requires 43" between Bench Cushion & Cabinet) (Std. in 2168)	
	I-36	
	I-37 On 72" Headroom Units, Drop Bench and CPR Seat 2" Adding 2" to Overhead Cabinets	
	I-38 (WILL ELIMINATE SHARPS & WASTE, AND 02 RECESSED IN BENCH)	
	I-39 Cabinet @ Head of Squad Bench for Portable O2, (Brackets Not Included)	
	Cabinet @ Head of Squad Bench for Portable O2, Recessed Below Floor Level (Brackets Not Included)	
	I-40	
	I-41 Angled Cabinets Forward and AFT of CPR Seat	
	I-42 Tinted Plexiglas in Cabinet Windows	
	I-43 Re-stocking Seals in Cabinet Windows	
<u>2</u>	I-44 Tilt-up Speed Load Cabinet Windows, w/latch (per window)	<u>\$550.00</u>
<u>1</u>	I-45 Interior Access to Exterior Compartment	<u>\$400.00</u>
	I-46 Window Over Squad Bench; 16 x 32 w/Slide - Passenger Side	
	I-47 Window Over Squad Bench; 16 x 32 w/Slide - Driver Side	
	I-48 Sliding Privacy Panel w/Dry Marker Board	
	I-49 Telescoping Marker Board	
	I-50 Solid Mounted Dry Marker Board	
<u>2</u>	I-51 Track-Type Adjustable Shelves in Interior Cabinets, (per shelf)	<u>\$150.00</u>
<u>2</u>	I-52 Fixed Shelf	<u>\$120.00</u>
	I-53 Fixed Divider	
	I-54 Adjustable Divider Track	
	I-55 Adjustable Divider (Requires above track)	
	I-56 Additional Adjustable Shelf & Light in ALS	
	I-57 Monitor Shelf to the Rear of the CPR Seat	
<u>1</u>	I-58 Ceiling HVAC Duct	<u>\$1,550.00</u>
<u>1</u>	I-59 Glove Storage Over Side Entry Door	<u>\$425.00</u>
	I-60 Two (2) Glove Storage Units Over Rear Doors	
<u>1</u>	I-61 Two (2) Glove Storage Recessed Into Rear Entry Doors	<u>\$550.00</u>
<u>1</u>	I-62 Recessed Suction in Left Aisle Wall (No Door)	<u>\$400.00</u>
	I-63 Door For Above	
	I-64 Chevrons on Entry Door Kickplates (Per Door)	
	Color of Chevrons: _____	
	NOTE: Requires EX-35	

INTERIOR OPTIONS

Continued

Qty	Doors, Locks, & Latches	Total
	I-65 Café Double Doors, (Warrior)	
	I-66 Full Plexiglas ALS Doors (3/8" Plexiglas, No Frames)	
	I-67 Single Roll-up Shutter on ALS	
	I-68 Lock for Roll-up Shutter on ALS	
	I-69 Lock on Interior Cabinet	
	I-70 Simplex Combination Lock	
	I-71 Southco Stainless Steel Latches, (per Latch)	
	I-72 Southco Stainless Steel D-Ring Latch (per latch)	
	I-73 Chrome Rectangular Latch (per latch)	

Qty	Counter Tops	Total
	Note: Select One of the Following No/Charge Standard Counter Top Colors:	
<u>1</u>	Speckled Gray	
	Speckled Blue	
	Speckled Red	
	Speckled Tan	
	I-74 Speckled Color Finish in Silk Stone Action Area Countertop	
	I-75 Speckled Color Finish in Silk Stone Monitor Shelf Countertop	
	Note: Provide Color of Silk Stone Counter Top if Ordered:	
	I-76 Custom Silkstone Color	
	I-77 Swivel Bracket for Zoll X Series	
	I-78 Swivel Bracket for LP12 or LP15	
	I-79 Technimount for 20LL X Series	
	I-80 Technimount for LP15	

Qty	Sharps, Waste, & Drawers	Total
<u>2</u>	I-81 Sharps & Waste Drawer	<u>\$800.00</u>
	I-82 Tilt-Out Sharps or Waste	
	I-83 Sharps/Waste thru Fiberglass Counter into #2 Compartment (Warrior Only)	
	I-84 Waste Disposal thru Silk Stone Countertop into #2 Outside Compartment	
	I-85 Sharps Disposal thru Silk Stone Countertop into #2 Outside Compartment	
<u>6</u>	I-86 Drawer for General Storage (Indicate Location)	<u>\$2,250.00</u>
	I-87 Drawer with Flip-up Writing Service	
	I-88 Sharps & Waste in Bench w/ Flip-Up Plexiglass Lids	

Qty	Grab Rails & Bars, Armrests	Total
<u>1</u>	I-89 Additional Grab Rail Over Squad Bench	<u>\$330.00</u>
	I-90 Armrest/Bar at Head of Squad Bench, SS Removable	
	A-Bar w/Sharps & Waste @ Head of Squad Bench, SS Removable (Warrior Models Only) This Bar shall be treated with Agion	
	I-91 Anit-Bacterial Coating	
	I-92 Custom A-Bar	
	I-93 Armrest at Head of Squad Bench, Upholstered	
	I-94 12" Stainless Grab Handle	
	I-95 Make Grab Bar Yellow (Price Each)	

Qty	Insulation & Sound Deadening	Total
<u>1</u>	I-96 Sound Deadening Under Floor	<u>\$550.00</u>
<u>1</u>	I-97 3M Sound Deadening on Back of Exterior Compartments	<u>\$500.00</u>
<u>1</u>	I-98 Delux Insulation on Side Entry Step	<u>\$500.00</u>

INTERIOR OPTIONS

Continued

Qty Total

Additional Headroom, Crawl Through (Type I), Bariatric Package

1	I-99	Custom Headroom. Fill in Height <u>74</u> "	\$700.00
	I-100	Crawl Through to Cab, (Type I)	
	I-101	Move Struts to Ends of Bench	
	I-102	Move Paddle Latches to Ends of Bench	

DEDUCTIONS:

1	I-103	Single Bench Lid	(\$75.00)
	I-104	Delete Gas Struts on Bench	
	I-105	Laminated Counter	

Qty Total

Additional Interior Options & Special Instructions

ORDER SUMMARY

SUBTOTAL OF OPTIONS: \$	\$123,580.00
(+) BASE PRICE: \$	\$202,356.00
TOTAL UNIT PRICE: \$	\$325,936.00

DELIVERY DATE:

Osage believes the proposed design (identified above with an *) could increase the chance of injury to passengers, and recommends the following:

_____ There would be no additional cost for this change.

_____ The additional charge for this change would be _____

_____ Dealer directs that Osage modify the design as recommended.

_____ Dealer acknowledges the above recommendation, and directs Osage to proceed with the original design.

This recommendation was reviewed with the purchaser, _____

of _____ Date _____

**Endows Responsibility for Full Payment for Unit#
within Three (3) Days of Completion.**

TERMS ARE F.O.B. LINN, MO

**OSAGE AMBULANCE WILL NOT BE RESPONSIBLE FOR THE
PERFORMANCE OF CUSTOMER SUPPLIED OR SPECIFIED PRODUCT.**

**THIS ORDER IS NOT BINDING UNTIL SIGNED BY BOTH AN OSAGE
DEALER, AND/ OR AN AUTHORIZED REPRESENTATIVE FOR AN OSAGE
DEALER, AND AN AUTHORIZED REPRESENTATIVE FOR OSAGE
AMBULANCE.**

Signature of Osage Dealer or Authorized Agent Date Signed

Signature of Authorized Representative of Osage Ambulance Date Signed

**OSAGE AMBULANCE
2024 WARRIOR
ORDER FORM**

LAST UPDATED 05/19/2022

Dealer Name: North Central Emergency Vehicles

Salesperson: Mark Clemens

Customer Name: Moline Fire Department
& Address 1630 8th Ave
Moline, IL 61265

Shipping Address: _____

Fleet Number: QD482

Contact Name: Travis Noyd
Deputy Chief-EMS

Email: tnoyd@moline.il.us

Phone: _____

Fax: _____

Chassis Type: Ford F-550 4x4 Gas

Osage Unit #: _____

VIN: _____

Qty			Total
	CHEVROLET G-SERIES TYPE III - 2024 CHASSIS ONLY		
	Chevy G3500, 139" WB - Gas	EST	
	Chevy G4500, 159" WB - Gas	EST	
	CHEVROLET G-SERIES TYPE III - 2024 CONVERSION ONLY		
	Chevrolet 2148 Warrior		
	Chevrolet 2168 Super Warrior		
	FORD E-SERIES TYPE III - 2024 CHASSIS ONLY		
	Ford E350, 138" WB - GAS	EST	
	Ford E450, 158" WB - GAS	EST	
	FORD E-SERIES TYPE III - 2024 CONVERSION ONLY		
	Ford 2148 Warrior		
	Ford 2168 Super Warrior		
	MERCEDES-BENZ SPRINTER - 2024 CHASSIS ONLY		
	Mercedes-Benz Sprinter Diesel Chassis	EST	
	MERCEDES-BENZ SPRINTER - 2024 CONVERSION ONLY		
	Mercedes-Benz Sprinter 2148 Warrior III		
	FORD F-SERIES TYPE I - 2024 w/UREA - D.E.F. - CHASSIS ONLY		
	(Call for Chassis Availability)		
	F-450, 169" WB, 4x2	EST	
	F-450, 169" WB, 4x4	EST	
	F-550, 193" WB, 4x2	EST	
	F-550, 193" WB, 4x4	EST	
	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)		
	Option: Add Front Liquid Spring		
	Option: Add Aluminum Wheels		
	FORD F-SERIES TYPE I - 2024 GAS - CHASSIS ONLY		
	(Call for Chassis Availability)		
	F-450, 169" WB, 4x2	EST	
	F-450, 169" WB, 4x4	EST	
	F-550, 193" WB, 4x2	EST	
<u>1</u>	F-550, 193" WB, 4x4	EST	<u>\$52,145.00</u>
<u>1</u>	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)		<u>\$10,350.00</u>
	Option: Add Front Liquid Spring		
	Option: Add Aluminum Wheels		
	FORD F-SERIES TYPE I - 2024 CONVERSION ONLY		
	Ford 2148 Warrior		
<u>1</u>	Ford 2168 Super Warrior		<u>\$139,861.00</u>

RAM TYPE I w/UREA - 2024 CHASSIS ONLY

Ram 4500, 168" WB, 4x2	EST
Ram 4500, 168" WB, 4x4	EST
Ram 5500, 192" WB, 4x2	EST
Ram 5500, 192" WB, 4x4	EST
Option: Liquid Spring Suspension	
Option: Add Front Liquid Spring	
Option: Add Aluminum Wheels	

RAM TYPE I - 2024 GAS - CHASSIS ONLY

Ram 4500, 168" WB, 4x2	EST
Ram 4500, 168" WB, 4x4	EST
Ram 5500, 192" WB, 4x2	EST
Ram 5500, 192" WB, 4x4	EST
Option: Liquid Spring Suspension	
Option: Add Front Liquid Spring	
Option: Add Aluminum Wheels	

RAM TYPE I 2024 CONVERSION ONLY

Ram 2148 Warrior
Ram 2168 Super Warrior

CHEVROLET TYPE I - 2024 CHASSIS ONLY

Chevy 5500, 189" WB, 4x2 w/Liquid Spring (Includes TM-21 A/C Compressor) EST
Chevy 5500, 189" WB, 4x4 w/Liquid Spring (Includes TM-21 A/C Compressor) EST

CHEVROLET TYPE I 2024 CONVERSION ONLY

Chevy 2168 Super Warrior (172" body, front mount condenser, cab steps included)

Freightliner / International TYPE I - 2024 CONVERSION ONLY

2168/Freightliner / International Med-Duty
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MODULE

- Warrior: 148" L x 68" Headroom
 - Super Warrior: 168" L x 72" Headroom
 - Aluminum Diamond Plate Running Boards
 - Rear Mud Flaps
 - Totally "Seamless" Body Construction
 - Exterior Side & Roof Panels .125" Aluminum
 - One-Piece Exterior Side Panels
 - One-Piece Crowned Roof
 - Frame Members 2" x 2" Aluminum Tubing
 - Frame Members on 12" Centers or Less
 - Diamond Plate Shields:
 - Across Lower Rear of Body
 - Across Lower Front of Body
 - Lower 1/3 of Entry Doors
 - All Exterior Doors "Pan-Formed" / Extruded Double Break Construction
- All Body Openings "Seamless"
 - All Door Latches Mounted Behind Gaskets
 - Exterior Compartment @ Front Left for Storage of Oxygen Tank and Back Boards
 - Exterior Compartment Adjustable Shelving
 - Exterior Compartment Lighting
 - Cast "Grabber" Door Holders
 - Lower Body Impact Rub Rails
 - Polished Stainless Steel Fenderettes
 - Flip-up Rear Step Bumper w/ 4" x 18" Dock Bumpers
 - Automotive Undercoating

WARNING SYSTEM

- Two Red Whelen ION-T Mounted in grill
 - Four Red Whelen ION-T Intersection Lights Mounted in Front and Rear Fenders
 - Eight Red LED Whelen 9x7 Modular Lights
 - One Clear LED Whelen 9x7 Front Modular Light
 - One Amber LED Whelen 9x7 Rear Modular Light
 - Two LED Whelen 9x7 Scene Lights Per Side
- Two LED Whelen 9x7 Rear Load Lights
 - Primary / Secondary Switching
 - Whelen 295 SLSA1 Siren
 - Siren / Horn Switch
 - Cast Siren Speaker
 - Rear DOT Lighting Whelen LED 4x6 w/ Chrome Flanges: Red Tail / Brake, Amber Arrow Turn
 - Reverse are LED

PAINT & MARKINGS

- 8" Belt Line Paint Stripe
 - Base Coat / Clear Coat Modular Paint
- "No Smoking" & "Fasten Seat Belt" Signs
 - Ambulance / Star-of-Life Decals

ELECTRICAL

- Digital Voltmeter
 - Audible Low-Voltage Alarm
 - Weldon V-Mux Electrical System w/ Load Management & Sequencing System
 - Wiring Color-Coded and Heat Embossed Every 6" w/ Function
 - Power Distribution Panel Easily Accessible Via Hinged Access Door in Action Area
 - One Piece Molded Front Switch Console
 - Hinge Mounted Attendant Switch Console
 - Control Console Backlighting Dimmer
- Battery Switch Activated via Ignition Switch
 - Open Door Warning Light
 - Hand Held 300,000 CP Spotlight
 - Whelen Dual Intensity LED Patient Compartment Dome Lights
 - Exterior Weatherproof Shoreline Receptacle
 - Two Interior 110V Duplex Receptacles
 - Two Interior 12V Cigar Style Receptacles
 - One Pre-Wire Antenna Cable
 - Electrical Back-up Alarm

INTERIOR

- All Vertical Corners 1" Radii
 - Stainless Steel Aisle Panel, Left Side, Full Length x 18" x .060"
 - Lon-Plate, non skid Vinyl Flooring Rolled 3" Up Both Sides of the Aisle
 - EMT Seat, Pedestal Mounted Deluxe **Seamless** Vinyl Captains Chair w/3-Pt Belt
 - CPR Seat, three piece, molded contoured cushions
 - Squad Bench
 - Retractable Seat Belts for All Locations
 - Handicap Style, 1 1/2" Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
 - Handicap Style, 1 1/2" Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
 - Padded Bulk-Head Cabinet Doors
 - ALS Compartment w/ In/Out Access
 - 2 Adjustable Shelves in ALS
- R-29 Reflectics Insulation Through-out Module
 - Thermostatically Controlled Patient Compartment Heat & Cool System
 - 3-Speed Manual Fan Control
 - Rear Heat & Cool Unit Mounted Floor Level;
 - * Moisture Drains Directly Through Floor
 - * Short Coolant Circulation Distance
 - * Eliminates Vertical Circulation of Coolant
 - * Unit Easily Accessible for Maintenance
 - Overhead Air Distribution w/ Floor Level Filtered Air Return for Optimum Circulation
 - Two Recessed, Swing-up Dual IV Hangers
 - "Zico" Retaining Bracket for Oxygen "M" Cyl
 - Three "Ohio" Oxygen Outlets
 - SSCOR Suction System
 - Locking Sharps Container (Shipped Loose)
 - Locking Drug Compartment
 - Digital Clock
 - Stryker "Performance Load" Cot Fastener
 - **Seamless Seat Cushions**

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Continued

Qty	Whelen Smart Linear LED's	Total
<u>1</u>	W-15 Additional 900 Solid LED, R, B or A	<u>\$230.00</u>
<u>2</u>	W-16 Additional 900 Solid LED, C	<u>\$530.00</u>
	W-17 Additional 900 Green	
	W-18 Additional 900 R/B or R/A LED	
	W-19 Additional 900 R/C or B/C LED	
	W-20 Upgrade 900 LED to Solid C	
	W-21 Upgrade 900 LED to Green	
	W-22 Upgrade 900 to Split R/B or R/A	
	W-23 Upgrade 900 to Split R/C or B/C	
	W-24 700 LED I.L.O. ION-T, R, B or A	
	W-25 700 LED I.L.O. ION-T R/B or R/A	
	W-26 700 LED I.L.O. ION-T, All or 1/2 Clr	
	W-27 Additional 700 LED R, B or A	
	W-28 Additional 700, R/B or R/A	
	W-29 Additional 700 LED All or 1/2 Clr	
	W-30 Additional 600 LED, R, B or A	
	W-31 Additional 600, R/B or R/A	
	W-32 Additional 600 LED All or 1/2 Clr	
	W-33 Additional 500 LED, R, B or A	
	W-34 Additional 500, R/B or R/A	
	W-35 Additional 500 LED, All or 1/2 Clr	
	W-36 Upgrade 900 to M9 LED, R, B, A, R/B, R/A	
	W-37 Upgrade 900 to M9, All or 1/2 Clear	
	W-38 Additional M9, Red, B, A, R/B, R/A	
	W-39 Additional M9 (All or 1/2 CLR)	
	W-40 Upgrade ION-T to M6 Red, B, A	
	W-41 Upgrade ION-T to M6, R/B, or R/A	
	W-42 Upgrade ION-T to M6 All or 1/2 CLR	
	W-43 Additional M6 LED, R, B or A	
	W-44 Additional M6, R/B or R/A	
	W-45 Additional M6 LED, All or 1/2 Clr	
	W-46 Upgrade ION-T to M7 R, B or A	
	W-47 Upgrade ION-T to M7 R/B, or R/A	
	W-48 Upgrade ION-T to M7 All or 1/2 CLR	
	W-49 Additional M7 LED, R, B or A	
	W-50 Additional M7 LED, R/B, R/A	
	W-51 Additional M7 LED, All or 1/2 Clr	
	W-52 Whelen ION-T, R, B, A	
<u>4</u>	W-53 Whelen ION-T, R/B or R/A	<u>\$720.00</u>
	W-54 Whelen ION-T, All or 1/2 Clr	
<u>8</u>	W-55 Whelen OS Light	<u>\$440.00</u>
<u>8</u>	W-56 Add Any Light to Interior of Door (Add to Light Price)	<u>\$400.00</u>

Specify Flash Pattern to set LED's to _____
 LED's to be: _____ Unsynchronized _____ Synchronized on K Flasher

Qty	Scene Lights	Total
	W-57 Whelen 90COENZR 24-DIODE Scene Light, Additional	
	W-58 Whelen 700 Scene LED Additional	
	W-59 M9 LED Scene, Upgrade	
	W-60 M9 LED Scene, Additional	
	W-61 M7 LED Scene, Upgrade	
	W-62 M7 LED Scene, Additional	
	W-63 Pioneer Single w/Flange, Upgrade PCPSM1C	
	W-64 Pioneer Spot & Flood w/Flange, Upgrade PCPSM2C	
	W-65 Pioneer Single w/Flange, Additional PCPSM1C	
	W-66 Pioneer Spot & Flood w/Flange, Additional PCPSM2C	
	W-67 Upgrade Brake/Tail to M6 (Pair)	
	W-68 Upgrade Turn to M6 (Pair)	
	W-69 Upgrade Reverse to M6 (Pair)	

ELECTRICAL OPTIONS		
Qty	Inverters, Chargers, Batteries, Shorelines & Outlets	Total
	E-01 Pre-Wire for Vanner Inverter with Remote Switch	
<u>1</u>	E-02 Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100	<u>\$1,695.00</u>
	Choose One: Inverter on with ___ Ignition ___ Switch in Rear Panel	
	E-03 Iota P.C. 30 Battery Charger	
	E-04 Iota P.C. 45 Battery Charger (Requires 30 Amp Shoreline)	
	NOTE: BATTERY CHARGER REQUIRED IN KKK-F	
	E-05 Add 2nd 20amp shoreline and circuit	
	E-06 OEM Batteries Mounted in Slide Out Tray in Exterior Battery Compt. (N/A on Type I)	
	E-07 Additional (3rd) Matching Battery (Requires Ordering Exterior Battery Compartment)	
	E-08 Upgrade to Twist Lock 30 Amp Shoreline	
<u>1</u>	E-09 Upgrade to Kussmaul Auto Eject Shoreline Plug, 20 Amp	<u>\$430.00</u>
	E-10 Upgrade to Kussmaul Auto Eject Shoreline Plug, 32 Amp	
<u>1</u>	E-11 Shoreline Indicator at Shoreline	<u>\$225.00</u>
Qty	Outlets & Interior Lighting	Total
<u>3</u>	E-12 110 V Outlet, Additional per Outlet	<u>\$390.00</u>
	12V DC Outlet, Cigar Style, Additional per Outlet	Note: Outlets will be Ignition Hot unless
	E-13 otherwise specified	
	E-14 110/USB Outlet	
<u>2</u>	E-15 Dual USB Outlet	<u>\$210.00</u>
	E-16 Single Overhead Reading Light in Cab	
<u>2</u>	E-17 R/W Dome Light in Cab	<u>\$420.00</u>
	E-18 LED Federal Little Lite	
	E-19 Check-Out Lights, 2 - 12 Volt LED, 36",	
	E-20 Additional LED Check Out Lights (Per Light)	
<u>1</u>	E-21 Interior Cabinet Lighting w/On/Off Switch Mounted in Action Panel (Strip LED)	<u>\$800.00</u>
<u>1</u>	E-22 Power Door Lock Control Head	<u>\$600.00</u>
<u>7</u>	E-23 Power Door Lock Per Door	<u>\$1,120.00</u>
	E-24 LED Lights (3) Above Rear Entry Doors (Brake & Turn)	
<u>9</u>	E-25 Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)	<u>\$135.00</u>
	E-26 Whelen Rectangular LED Domes (Upgrade per Light)	
	E-27 Intertech Round LED Domes (Upgrade per Light)	
<u>1</u>	E-28 Additional Dome Lights (Add to Cost of Upgrade Light, if Ordered)	<u>\$175.00</u>
	E-29 Upgrade Dome to Red/Clear	
	E-30 Upgrade Dome to Blue/Clear	
	E-31 Heart of Chrome Customs UV Light	
Qty	Switches & Secure Idle	Total
	E-32 (3) Switch Auxiliary Panel	
	E-33 Extra Switch & Pre-Wire (Separate From V-MUX System)	
<u>1</u>	E-34 Hidden Switch in Grill for Door Locks	<u>\$175.00</u>
	E-35 Idle Lock Security System	
<u>1</u>	E-36 2nd Switch Panel on Curbside Wall	<u>\$900.00</u>
Qty	Pre-wires, Radios, Intercom, & Clocks	Total
<u>2</u>	E-37 Antenna Pre-Wire, (additional per Pre-Wire)	<u>\$100.00</u>
<u>3</u>	E-38 Pre-Wire & Ground for Radio, (additional per Pre-Wire)	<u>\$180.00</u>
	Install Customer Radio Cable (each)	
<u>4</u>	E-39 Note: Specify Brand of Radio Cable: _____	<u>\$600.00</u>
<u>1</u>	E-40 Install Customer Antenna (each)	<u>\$150.00</u>
<u>4</u>	E-41 Install Customer Radio Head (each)	<u>\$1,000.00</u>
	E-42 Two Radio Speakers in Patient Compartment	
	E-43 Volume Control for Rear Speakers Mounted in Action Area	
<u>1</u>	E-44 Intelli-Tech Time Manager	<u>\$370.00</u>
	E-45 Carbon Monoxide Monitor	

Qty	ELECTRICAL OPTIONS		Total
	Continued		
Qty	V-Mux Options		Total
<u>1</u>	E-46	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis)	<u>nc</u>
<u>1</u>	E-47	Park Brake Override Switch	<u>nc</u>
	E-48	Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)	<u>nc</u>
	E-49	Truck Information Screen (w/Vista IV Upgrade Only)	<u>nc</u>
<u>1</u>	E-50	Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)	<u>nc</u>
<u>1</u>	E-51	Up to 10 Speeds on Exhaust Fans (Off-On is Standard)	<u>nc</u>
<u>1</u>	E-52	Up to 10 Speeds on HVAC Fan	<u>nc</u>
	E-53	Custom Flash Patterns (Specify on Page 9)	<u>nc</u>
<u>1</u>	E-54	Rear Flashers on in Reverse (Specify on Page 9)	<u>nc</u>
<u>1</u>	E-55	Side Scene on in Reverse	<u>nc</u>
<u>1</u>	E-56	Brake Override	<u>nc</u>
	E-57	Custom Load Sequencing (On or Off) (Specify on Page 9)	<u>nc</u>
	E-58	Custom Load Shedding (Specify on Page 9)	<u>nc</u>
	E-59	Upgrade Switches to Vista IV Screens	
	E-60	3rd Vista IV Monitor in Rear	
	E-61	3-Switch Pod & 3-Lights for Silent Intercom	
	E-62	Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)	
	E-63	O2 Sensor for V-MVX System (Requires Ordering M-16) (w/Vista IV Upgrade Only)	
	E-64	Exterior Temperature Readout (w/Vista IV Upgrade Only)	
	E-65	Ammeter Readout (w/Vista IV Upgrade Only)	
Qty	HVAC Systems		Total
	E-66	110V Heater in Patient Compartment w/ 2nd Shoreline	
	E-67	Danhardt 110V Heat/Cool Unit Installed in Squad Bench	
	E-68	Stadco Model CP7 Diesel 6KW Liquid Cooled Generator (S-Warrior Only)	
	E-69	Norcold 1.7 cubic feet Refrigerator	
	E-70	Dometic Refrigerated Drawer CD-030	
	E-71	IV Warmer Pad, (Pet Pad) (110V)	
	E-72	IV Warmer Pad, (Smithworks) (12V)	
	E-73	Digital Thermostat	
	E-74	Auxiliary Condenser	
	E-75	Upcharge to Install Condensor on Front of Module	
	E-76	Rooftop-Mount Condenser	
	E-77	2nd Engine - Driven Compressor	
Qty	Mirrors, Hind-Sight, Backup Camera, & Spotlights		Total
	E-78	Velvac XG2020 Velvac Heat/Remotes, Black ___ White ___ (Black Std. on G-Cuts)	
	E-79	Same As Above, Chrome	
	E-80	Brigade Sonar Backup Assist	
	E-81	Safety Vision Color Reverse Camera	
<u>1</u>	E-82	Safety Vision Color Reverse & Interior Cameras	<u>\$1,145.00</u>
	E-83	Brigade Color Reverse Camera	
	E-84	Brigade Color Reverse and Interior Cameras	
	E-85	Go-Light Wireless Remote Control Roof Mount LED Spotlight, White	
	E-86	Go-Light Wireless Remote Control Roof Mount LED Spotlight, Chrome	

INTERIOR OPTIONS		
Qty	Laminate & Vinyl	Total
	I-01 Custom Laminate Color	
	I-02 Custom Vinyl Color	
1	Note Provide Colors: Laminate Color: DOVE GRAP (Standard Colors: Dove Grey, Grey Glace, Grey Nebula) Vinyl Color: ASH GRAY (Standard Colors: Cobalt Blue, Wedge Wood Blue, Ash Gray, Desert Rose Red) Lonplate Color: #176 Pewter, #424 Gunmetal, #165 Sapphire	
1		
Qty	Flooring, Aisle, Backboard Slots	Total
	I-03 Lonspeck #SX112 Magnetic Gray	
1	I-04 Lon-Coin Flooring Note: Provide Color: <u> #150 Black Onyx </u>	\$100.00
	I-05 Lon-Plate Flooring, Custom Color Note: Provide Custom Color: _____	
	I-06 Composite Subfloor	
Qty	Seating, Squad Bench, EMT, CPR	Total
1	I-07 Swivel Pedestal for EVS Attendant Seat	\$400.00
	<i>Price to Upgrade EMT Seat:</i>	
1	I-08 3-Pt. Child Seat	\$465.00
	I-09 4-Pt. Bucket Seat	
	I-10 4-Pt. Child Seat	
	I-11 5-Pt. Bucket Seat	
	I-12 5-Pt. Child Seat	
	I-13 6-Pt. Bucket Seat	
	I-14 6-Pt. Child Seat	
	I-15 Add Recline to EVS Seat	
	I-16 EVS Mobility I w/3-pt, 1769 Seat <i>NOTE: This Seat Requires 39" From Wall for Swivel</i>	
	I-17 3-Pt 1769 Seat, fixed Pedestal, I.L.O. Bench or CPR	
	I-18 4-Pt 1769 Seat, fixed Pedestal, I.L.O. Bench or CPR	
	I-19 Armrest for EVS Seat (Each)	
1	6-Point Seat Belt, Per Position	
	Note: Specify Color (If no color is chosen, black will be provided:	
	I-20 Black <input checked="" type="checkbox"/> Orange <input type="checkbox"/> Red <input type="checkbox"/> Yellow <input type="checkbox"/>	\$510.00
	I-21 Aluminum Plates in Wall for Future Installation of 6-Pt. Belts (per seating position)	
	I-22 Cargo Net, End of Squad Bench	
	I-23 12" Seat Belt Extension	
	I-24 Seat Belt Monitor (requires sensors below)	
	I-25 Sensor for EVS Seat (per position)	
	I-26 Sensor for 2-Point Belt (per position)	
	I-27 Sensor for 6-Point Belt (per position)	

INTERIOR OPTIONS

Continued

Qty

Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts

Total

Note: Select One of the Following No/Charge Front Console Configurations:

<u>1</u>	Dual Drink Holders	
	Driver's Side Drink Holder Only	
	No Drink Holders will be provided (unless otherwise noted)	
	I-28 Radio/Notebook Cabinet in Cab (Standard Design) (Standard in T-I's)	
<u>1</u>	I-29 Radio/Notebook Cabinet in Cab (Design Required)	<u>\$450.00</u>
	I-30 Customize Console in Type I	
	I-31 Removable Padded Armrests for Console (Pair)	
<u>1</u>	I-32 Aluminum Cabinetry (Requires Spray Coating)	<u>\$7,020.00</u>
	Choose Zolatone Color: _____	
	NOTE: Depending on Cabinet Layout, Varying Amounts of Wood Panels will be used in Construction	
	I-33 Narrow Bulkhead	
	I-34 Cabinet Over Rear Doors	
	Cabinet Over Squad Bench, (Requires 43" Between Bench Cushion & Cabinet) (Standard in 2168)	
	I-35	
	Cabinet over CPR Seat (Requires 43" between Bench Cushion & Cabinet) (Std. in 2168)	
	I-36	
	I-37 On 72" Headroom Units, Drop Bench and CPR Seat 2" Adding 2" to Overhead Cabinets	
	I-38 (WILL ELIMINATE SHARPS & WASTE, AND 02 RECESSED IN BENCH)	
	I-39 Cabinet @ Head of Squad Bench for Portable O2, (Brackets Not Included)	
	Cabinet @ Head of Squad Bench for Portable O2, Recessed Below Floor Level (Brackets Not Included)	
	I-40	
	I-41 Angled Cabinets Forward and AFT of CPR Seat	
	I-42 Tinted Plexiglas in Cabinet Windows	
	I-43 Re-stocking Seals in Cabinet Windows	
<u>2</u>	I-44 Tilt-up Speed Load Cabinet Windows, w/latch (per window)	<u>\$550.00</u>
<u>1</u>	I-45 Interior Access to Exterior Compartment	<u>\$400.00</u>
	I-46 Window Over Squad Bench; 16 x 32 w/Slide - Passenger Side	
	I-47 Window Over Squad Bench; 16 x 32 w/Slide - Driver Side	
	I-48 Sliding Privacy Panel w/Dry Marker Board	
	I-49 Telescoping Marker Board	
	I-50 Solid Mounted Dry Marker Board	
<u>2</u>	I-51 Track-Type Adjustable Shelves in Interior Cabinets, (per shelf)	<u>\$150.00</u>
<u>2</u>	I-52 Fixed Shelf	<u>\$120.00</u>
	I-53 Fixed Divider	
	I-54 Adjustable Divider Track	
	I-55 Adjustable Divider (Requires above track)	
	I-56 Additional Adjustable Shelf & Light in ALS	
	I-57 Monitor Shelf to the Rear of the CPR Seat	
<u>1</u>	I-58 Ceiling HVAC Duct	<u>\$1,550.00</u>
<u>1</u>	I-59 Glove Storage Over Side Entry Door	<u>\$425.00</u>
	I-60 Two (2) Glove Storage Units Over Rear Doors	
<u>1</u>	I-61 Two (2) Glove Storage Recessed Into Rear Entry Doors	<u>\$550.00</u>
<u>1</u>	I-62 Recessed Suction in Left Aisle Wall (No Door)	<u>\$400.00</u>
	I-63 Door For Above	
	I-64 Chevrons on Entry Door Kickplates (Per Door)	
	Color of Chevrons: _____	
	NOTE: Requires EX-35	

INTERIOR OPTIONS

Continued

Qty	Doors, Locks, & Latches	Total
	I-65 Café Double Doors, (Warrior)	
	I-66 Full Plexiglas ALS Doors (3/8" Plexiglas, No Frames)	
	I-67 Single Roll-up Shutter on ALS	
	I-68 Lock for Roll-up Shutter on ALS	
	I-69 Lock on Interior Cabinet	
	I-70 Simplex Combination Lock	
	I-71 Southco Stainless Steel Latches, (per Latch)	
	I-72 Southco Stainless Steel D-Ring Latch (per latch)	
	I-73 Chrome Rectangular Latch (per latch)	

Qty	Counter Tops	Total
	Note: Select One of the Following No/Charge Standard Counter Top Colors:	
<u>1</u>	Speckled Gray	
	Speckled Blue	
	Speckled Red	
	Speckled Tan	
	I-74 Speckled Color Finish in Silk Stone Action Area Countertop	
	I-75 Speckled Color Finish in Silk Stone Monitor Shelf Countertop	
	Note: Provide Color of Silk Stone Counter Top if Ordered:	
	I-76 Custom Silkstone Color	
	I-77 Swivel Bracket for Zoll X Series	
	I-78 Swivel Bracket for LP12 or LP15	
	I-79 Technimount for 20LL X Series	
	I-80 Technimount for LP15	

Qty	Sharps, Waste, & Drawers	Total
<u>2</u>	I-81 Sharps & Waste Drawer	<u>\$800.00</u>
	I-82 Tilt-Out Sharps or Waste	
	I-83 Sharps/Waste thru Fiberglass Counter into #2 Compartment (Warrior Only)	
	I-84 Waste Disposal thru Silk Stone Countertop into #2 Outside Compartment	
	I-85 Sharps Disposal thru Silk Stone Countertop into #2 Outside Compartment	
<u>6</u>	I-86 Drawer for General Storage (Indicate Location)	<u>\$2,250.00</u>
	I-87 Drawer with Flip-up Writing Service	
	I-88 Sharps & Waste in Bench w/ Flip-Up Plexiglass Lids	

Qty	Grab Rails & Bars, Armrests	Total
<u>1</u>	I-89 Additional Grab Rail Over Squad Bench	<u>\$330.00</u>
	I-90 Armrest/Bar at Head of Squad Bench, SS Removable	
	A-Bar w/Sharps & Waste @ Head of Squad Bench, SS Removable (Warrior Models Only) This Bar shall be treated with Agion	
	I-91 Anit-Bacterial Coating	
	I-92 Custom A-Bar	
	I-93 Armrest at Head of Squad Bench, Upholstered	
	I-94 12" Stainless Grab Handle	
	I-95 Make Grab Bar Yellow (Price Each)	

Qty	Insulation & Sound Deadening	Total
<u>1</u>	I-96 Sound Deadening Under Floor	<u>\$550.00</u>
<u>1</u>	I-97 3M Sound Deadening on Back of Exterior Compartments	<u>\$500.00</u>
<u>1</u>	I-98 Delux Insulation on Side Entry Step	<u>\$500.00</u>

INTERIOR OPTIONS

Continued

Qty Total

Additional Headroom, Crawl Through (Type I), Bariatric Package

1	I-99	Custom Headroom. Fill in Height <u>74</u> "	\$700.00
	I-100	Crawl Through to Cab, (Type I)	
	I-101	Move Struts to Ends of Bench	
	I-102	Move Paddle Latches to Ends of Bench	

DEDUCTIONS:

1	I-103	Single Bench Lid	(\$75.00)
	I-104	Delete Gas Struts on Bench	
	I-105	Laminated Counter	

Qty Total

Additional Interior Options & Special Instructions

EXTERIOR OPTIONS

Qty	Custom Body Size, Compartments, Doors & Door Window	Total
1	EX-01 Custom body Length. Fill in Length <u>174"</u> <i>Please specify if you want #4 and/or #5 Widened at No Charge</i>	<u>\$800.00</u>
	EX-02 4" Additional Cab Recess	
	EX-03 Additional Exterior Compartment, (per compartment)	
	EX-04 Compartment Over Wheel Well w/ Rollout Drawer	
<u>2</u>	EX-05 Change Exterior Compartment Size	<u>\$750.00</u>
<u>1</u>	EX-06 Side Entry Door Forward Layout	<u>\$400.00</u>
<u>1</u>	EX-07 Shallow-Depth or Staggered-Depth Compartment	<u>\$400.00</u>
	Deepen #5 2" into Aisle EX-08 Sprinter for 17 3/4" I.D. Depth.)	(NOTE: Only 1 1/2" Available on
<u>1</u>	EX-09 Double Door on Exterior Compartment ILO Single Door	<u>\$525.00</u>
	EX-10 Recessed Pocket in Exterior Compartment Door	
	EX-11 Sliding Windows in Rear Entry Doors (per pair)	
	EX-12 Lower Window in Entry Doors (each)	
	EX-13 Scorpion Lining in Exterior Compartment (Price Per Compartment)	
	EX-14 Scorpion Shelf	
	EX-15 Scorpion Divider	
	EX-16 Dry Deck All Compartments	
	EX-17 Stairchair Bracket	
	EX-18 Stairchair Bracket on Compartment Door	

Qty	Shelves & Dividers	Total
	EX-19 Adjustable Shelving Unit in Exterior Compartment w/One Shelf up tp 12" wide	
<u>3</u>	EX-20 Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide	<u>\$645.00</u>
	EX-21 Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide	
	EX-22 Additional Shelf in Exterior Compartment up to 12" wide	
	EX-23 Additional Shelf in Exterior Compartment 12"-30" wide	
	EX-24 Additional Shelf in Exterior Compartment 30"-48" wide	
	EX-25 Aluminum Backboard Divider	
	EX-26 Adjustable Backboard Divider	
	EX-27 Roll-Out Tray in Comp.	
	EX-28 Additional Backboard Strap	
<u>1</u>	EX-29 Roll-Out Tray w/ Stair Chair bracket	<u>\$950.00</u>

Qty	Rear Bumpers & Entry Steps	Total
	EX-30 Fixed Rear Step Bumper	
	EX-31 Zico Retractable Side Entry Step	
	EX-32 Zico Manual Step	
	EX-33 Recessed Side Entry Step-Well w/ Remove Able Grip-Strut	
	EX-34 Stainless Kick Plates on Entry Doors (three)	
	EX-35 Smooth Aluminum Kickplates (3)	<u>nc</u>
<u>3</u>	EX-36 Dual Interior Emergency Door-Open Handles, Price per Door	<u>\$330.00</u>
	EX-37 Additional Paddle on Dummy Door	
	EX-38 Nylon Retention Strap on Exterior Door	
<u>2</u>	EX-39 Drop Skirt Line 4" from Right Rear Wheel to Right Front Corner, Add 2nd Entry Step	<u>\$1,500.00</u>
<u>3</u>	EX-40 Painted Number Placards	<u>\$675.00</u>

EXTERIOR OPTIONS

(Continued)

Qty	PAINT OPTIONS	Total
	P-01 Second Stripe at Skirtline to Match Beltline	
	P-02 Hockey Stick Design, Single Stripe	
	P-03 Heartbeat Stripe, (Osage Standard Design)	
	P-04 Custom Heartbeat to Match Customers Existing Unit	
	P-05 2nd Stripe, Same Color	
	P-06 2nd Stripe, Different Color	
	P-07 Paint Cab (Door jams included)	
<u>1</u>	P-08 1/2 Red / 1/2 White Cab & Box (Including Door Jams)	<u>\$5,700.00</u>
<u>1</u>	P-09 Red Paint Color, (Additional Materials Cost)	<u>\$630.00</u>
	P-10 Yellow Paint Color (Add Material Cost)	
<u>1</u>	P-11 Wet Sand & Buff	<u>\$3,275.00</u>
	P-12 Westsand & Buff roof	
	P-13 Paint Roof White	
<u>1</u>	P-14 Delete Standard Beltline Paint	<u>(\$525.00)</u>
	P-15 Large SOL on Rear Quarter w/54" Ref. Snake	

Qty	Pinstripe	Total
	P-16 1/4" Reflective Pinstripe	
	P-17 1/2" Reflective Pinstripe	
	P-18 7/8" Reflective Pinstripe	
	P-19 2" & Wider Reflective Stripes, Per Inch of Width	
	P-20 6" 3M Reflective Chevron, One Color	
	P-21 6" 3M Reflective Chevron, Two Alternating Colors	
	P-22 6" Oracal Reflexite Chevron, One Color	
<u>1</u>	P-23 6' Oracal Reflexite Chevron, Two Colors	<u>\$1,700.00</u>
	P-24 6" 3M Diamond Grade Chevron, One Color	
	P-25 6" 3M Diamond Grade Chevrons, Two Alternating Colors	
	P-26 6" Chevron on Rear Doors, One Color	
	P-27 6" Chevron on Rear Doors, Two Colors	
	P-28 6" Oracal Reflexite Chevron on Rear Doors, One Color	
<u>1</u>	P-29 6" Oracal Reflexite Chevron on Rear Doors, Two Colors	<u>\$1,000.00</u>
	P-30 6" Diamond Grade Chevron on Rear Doors, One Color	
	P-31 6" Diamond Grade Chevron on Rear Doors, Two Colors	

NOTE: Chevrons outside & above Rear Doors
Fill-in Color(s) _____

NOTE: Pinstripe is One Stripe Above and One Below Standard Band

PROVIDE THE FOLLOWING IF APPLICABLE:

- Primary Paint Color
- Primary Paint Code & MFG
- Secondary Paint Color
- Secondary Paint Code & MFG
- Primary Pinstripe Color
- Secondary Pinstripe Color

Qty	Demo Decals	Total
	P-32 Osage Logo Decal	
	P-33 "Osage" Windshield Decall	

Qty	Additional Paint Options & Special Instructions	Total

ORDER SUMMARY

SUBTOTAL OF OPTIONS: \$	<u>\$97,000.00</u>
(+) BASE PRICE: \$	<u>\$202,356.00</u>
TOTAL UNIT PRICE: \$	<u>\$299,356.00</u>

DELIVERY DATE:

Osage believes the proposed design (identified above with an *) could increase the chance of injury to passengers, and recommends the following:

_____ There would be no additional cost for this change.

_____ The additional charge for this change would be _____

_____ Dealer directs that Osage modify the design as recommended.

_____ Dealer acknowledges the above recommendation, and directs Osage to proceed with the original design.

This recommendation was reviewed with the purchaser, _____

of _____ Date _____

**Endows Responsibility for Full Payment for Unit#
within Three (3) Days of Completion.**

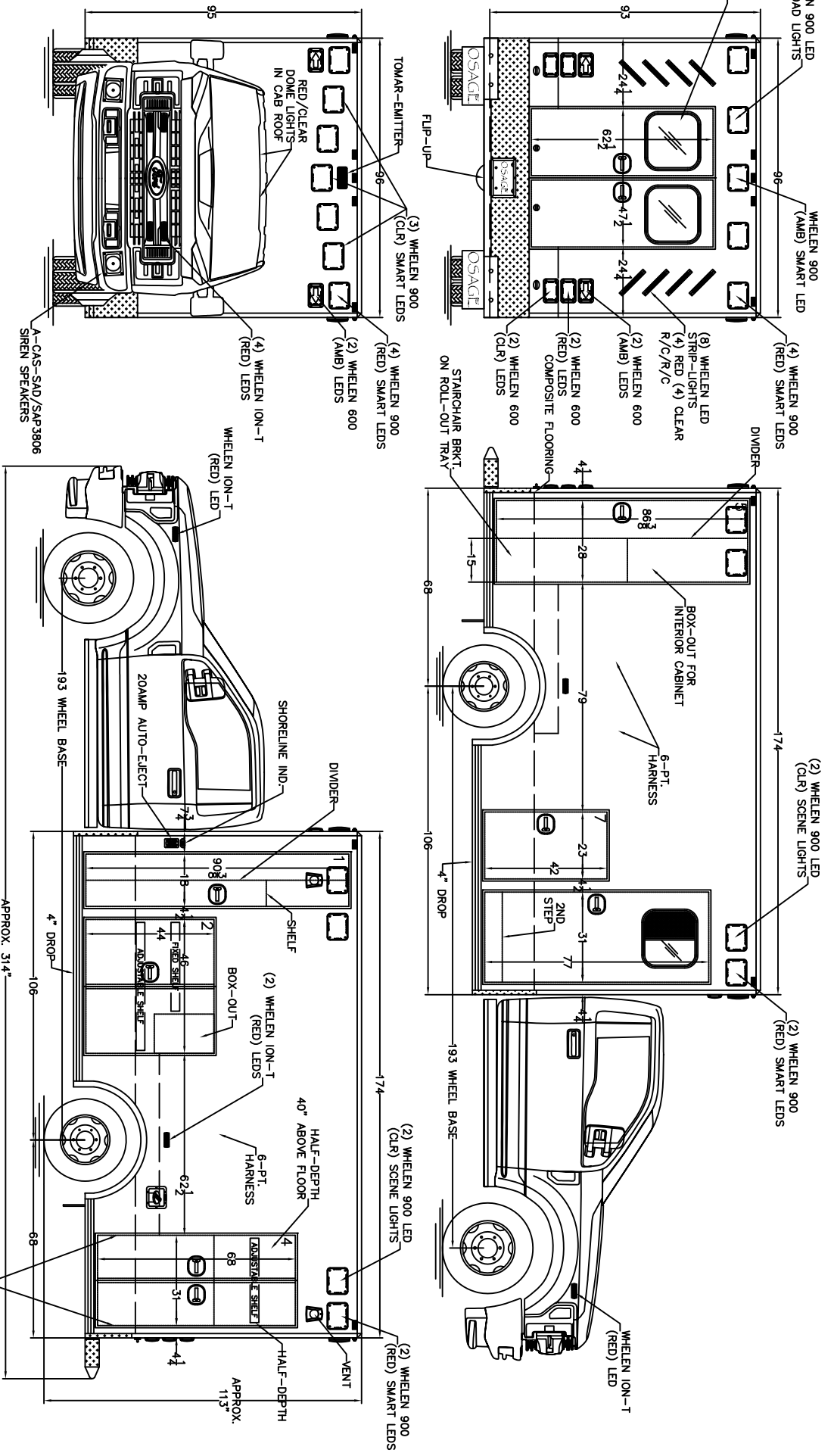
TERMS ARE F.O.B. LINN, MO

**OSAGE AMBULANCE WILL NOT BE RESPONSIBLE FOR THE
PERFORMANCE OF CUSTOMER SUPPLIED OR SPECIFIED PRODUCT.**

**THIS ORDER IS NOT BINDING UNTIL SIGNED BY BOTH AN OSAGE
DEALER, AND/ OR AN AUTHORIZED REPRESENTATIVE FOR AN OSAGE
DEALER, AND AN AUTHORIZED REPRESENTATIVE FOR OSAGE
AMBULANCE.**

Signature of Osage Dealer or Authorized Agent Date Signed

Signature of Authorized Representative of Osage Ambulance Date Signed



NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

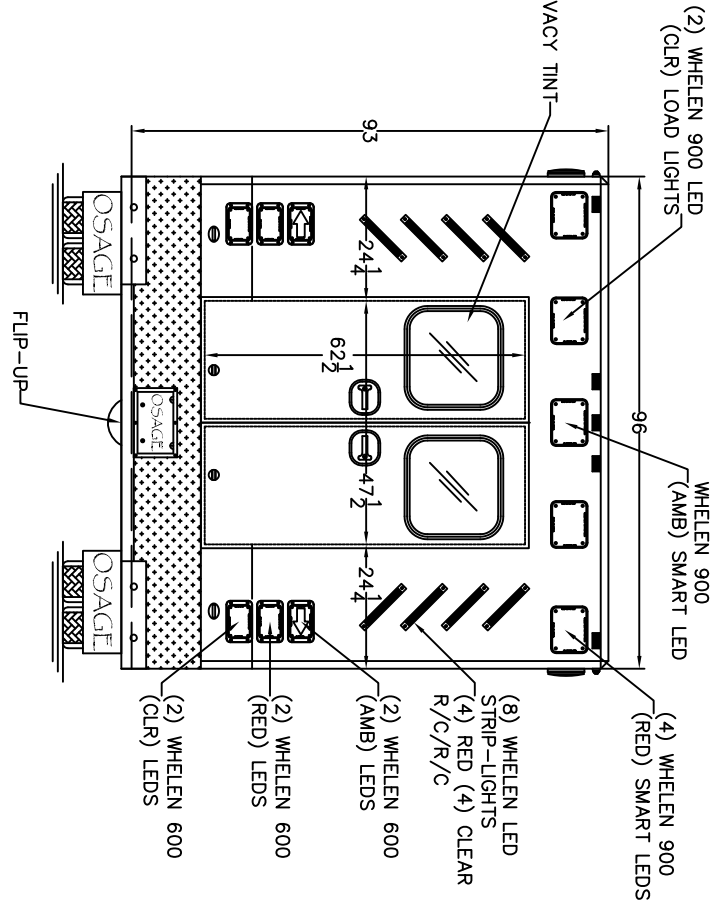
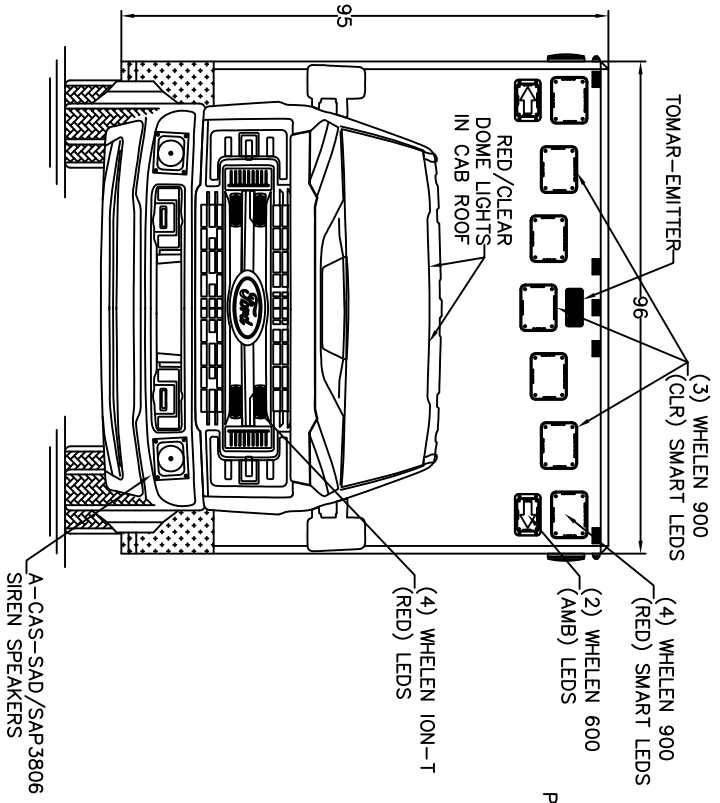
NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2" DEEP.
- 3.) MODULE DIMENSIONS=174"L x 96"W x 95"H
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) ALL 927 LIGHTS TO BE WHELEN 900 SERIES LIGHTS.
- 6.) DOUBLE STAINLESS THRESHOLDS.
- 7.) STYROFOAM INSULATION, WALLS & CEILING.

3				
2	REVISION DRAFT	04-26-22	SAH	
1	BID DRAFT	03-22-22	SAH	
Rev.#	Revision Description	Date	Rev'd App'vd	

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: NORTH CENTRAL	MO LINE-100		
End Customer: MO LINE FIRE	Drawn By: S.A.H.	Date: 03-22-22	Scale: NOT TO SCALE
NOTICE			
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.			
Drawing Description:		REVISION	
EXTERIOR LAYOUT TYPE-1 SUPER-WARRIOR		1	

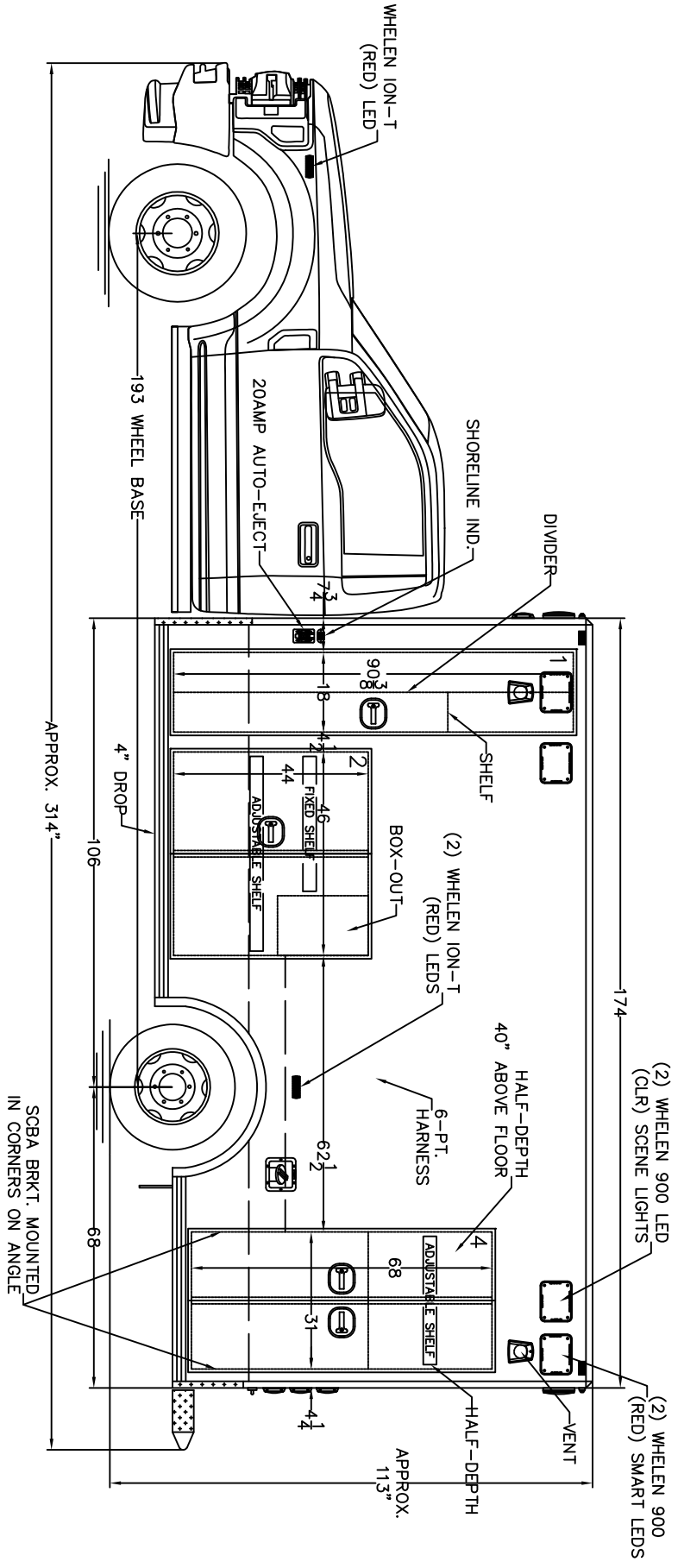
Osage Industries, Inc.
 P.O. BOX 718
 LINN, MO. 65051



- NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
 - 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
 - 3.) MODULE DIMENSIONS=17 1/4" L x 96"W x 95"H
 - 4.) INTERIOR MODULE HEAD ROOM=74"H.
 - 5.) ALL 9x7 LIGHTS TO BE WHELEN 900 SERIES LIGHTS.
 - 6.) DOUBLE STAINLESS THRESHOLDS.
 - 7.) STYROFOAM INSULATION, WALLS & CEILING.

3			
2	REVISION DRAFT	04-26-22	SAH
1	BID DRAFT	03-22-22	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: NORTH CENTRAL	MOLINE-100		
End Customer: MOLINE FIRE	Drawn By: S.A.H.	Date: 03-22-22	Scale: NOT TO SCALE
<p>NOTICE</p> <p>This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>			
<p>Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>			<p>EXTERIOR LAYOUT TYPE-1 SUPER-WARRIOR</p>
			Revision# 1



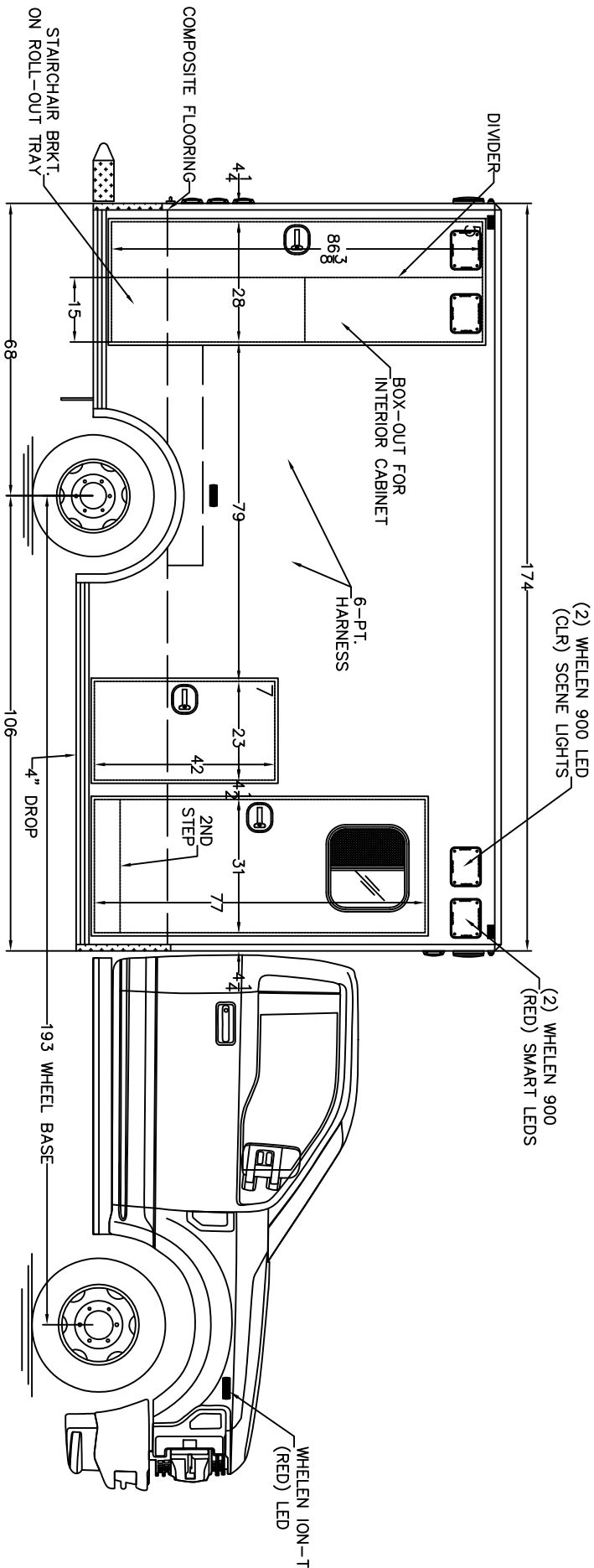
NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2" DEEP.
- 3.) MODULE DIMENSIONS=174"L x 96"W x 95"H
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) ALL 9x7 LIGHTS TO BE WHELEN 900 SERIES LIGHTS.
- 6.) DOUBLE STAINLESS THRESHOLDS.
- 7.) STYROFOAM INSULATION, WALLS & CEILING.

3			
2	REVISION DRAFT	04-26-22	SAH
1	BID DRAFT	03-22-22	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

Stock/Job#:	Drawing#:	Cust. App'v/Date#:	Dealer App'v/Date:
Osage Dealer: NORTH CENTRAL	MOLINE-100B		
End Customer: MOLINE FIRE	Drawn By: S.A.H.	Date: 03-22-22	Scale: NOT TO SCALE
<p>Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>			
<p>NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>			<p>EXTERIOR LAYOUT, STREETSIDE TYPE-I SUPER-WARRIOR</p>
			Revision# 1

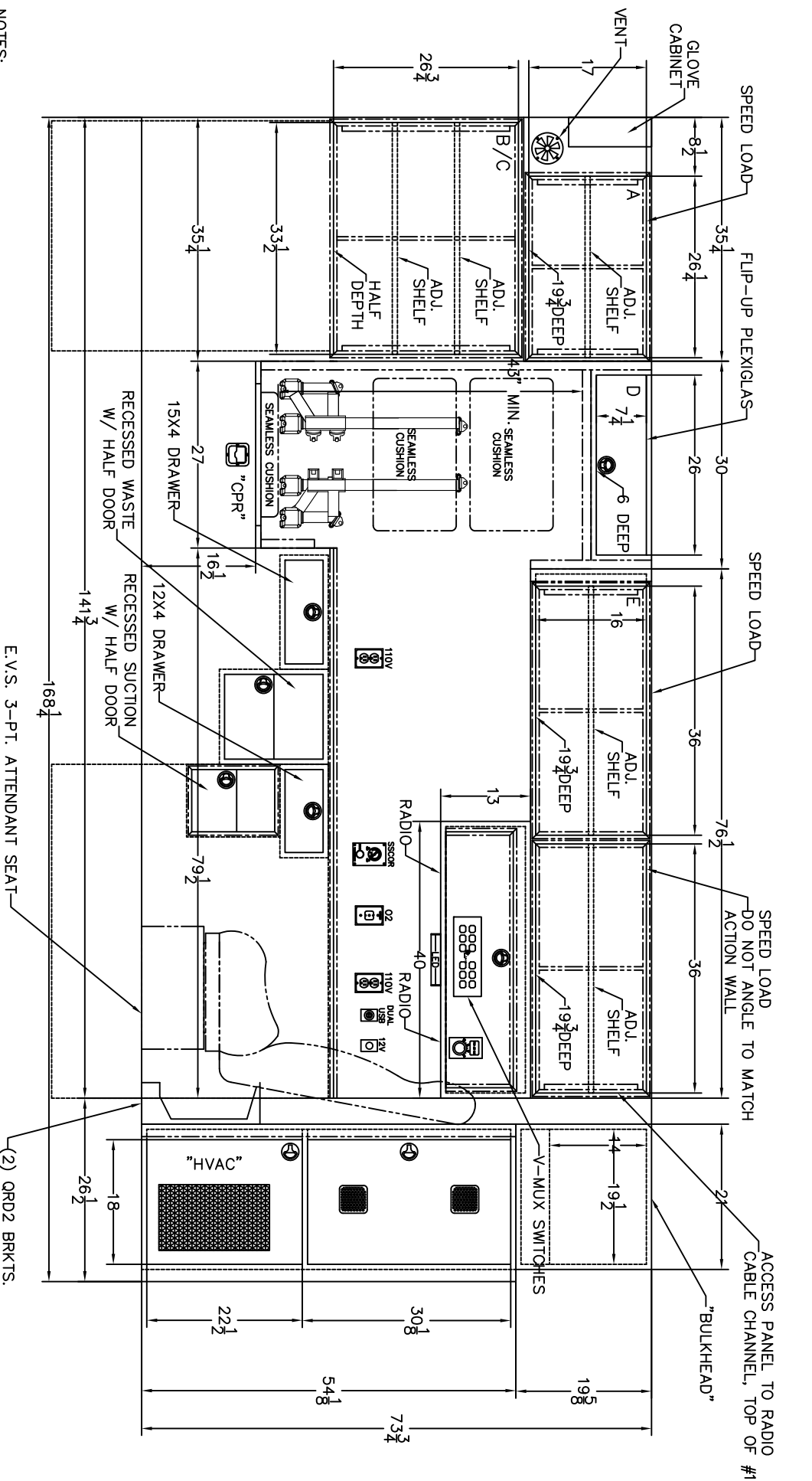


NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
 - 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
 - 3.) MODULE DIMENSIONS=174"L x 96"W x 95"H
 - 4.) INTERIOR MODULE HEAD ROOM=74"H.
 - 5.) ALL 9x7 LIGHTS TO BE WHELEN 900 SERIES LIGHTS.
 - 6.) DOUBLE STAINLESS THRESHOLDS.
 - 7.) STYROFOAM INSULATION, WALLS & CEILING.

3			
2	REVISION DRAFT	04-26-22	SAH
1	BID DRAFT	03-22-22	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

Stock/Job#:	Drawing#:	Cust. App'v/Date#:	Deal'r App'v/Date:
Osage Dealer: NORTH CENTRAL	MOLINE-100C		
End Customer: MOLINE FIRE	Drawn By: S.A.H.	Date: 03-22-22	Scale: NOT TO SCALE
<p>Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>			
Drawing Description: EXTERIOR LAYOUT, CURBSIDE TYPE-1 SUPER-WARRIOR			Revision# 1
<p>NOTICE</p> <p>This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>			



NOTES:
 1.) ALUMINUM CABINETS.
 1.) 174" BODY, 74" HEADROOM.

NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
 NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

3				
2	REVISION DRAFT	04-26-22	SAH	
1	BID DRAFT	03-22-22	SAH	
Rev.#	Revision Description	Date	Rev'd	App'vd

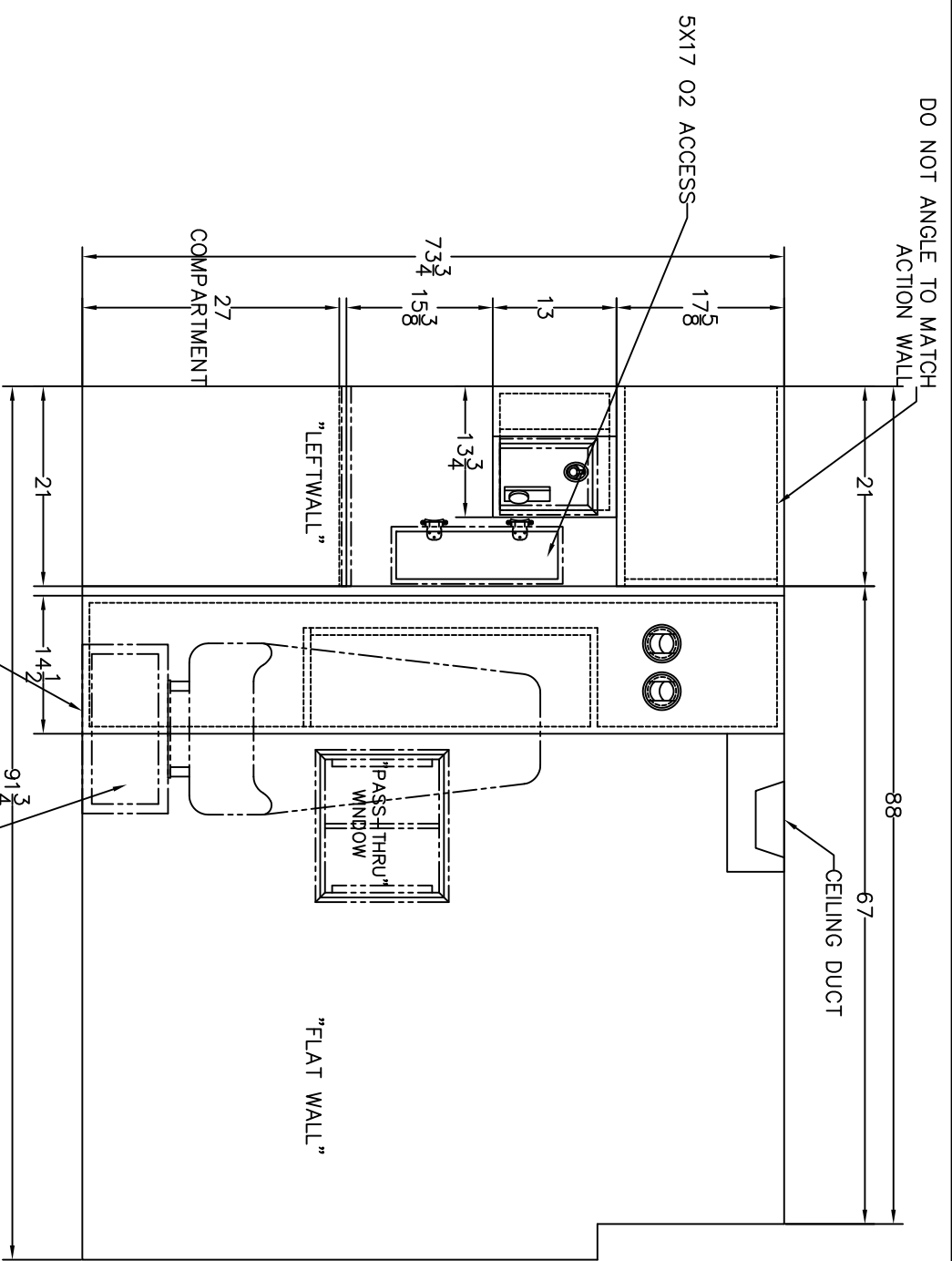
Stock/Job#: _____ Drawing# Moline-101 Cust. App'v/Date# _____ Dealer App'v/Date: _____

Osage Dealer: NORTH CENTRAL
 End Customer: MOLINE FIRE TWINRIDGE ROAD P.O. BOX 718 LINN, MO. 65051

NOTICE
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Drawn By: S.A.H. Date: 03-22-22 Scale: NOT TO SCALE
 Drawing Description: STREETSIDE INTERIOR TYPE-1 SUPER-WARRIOR

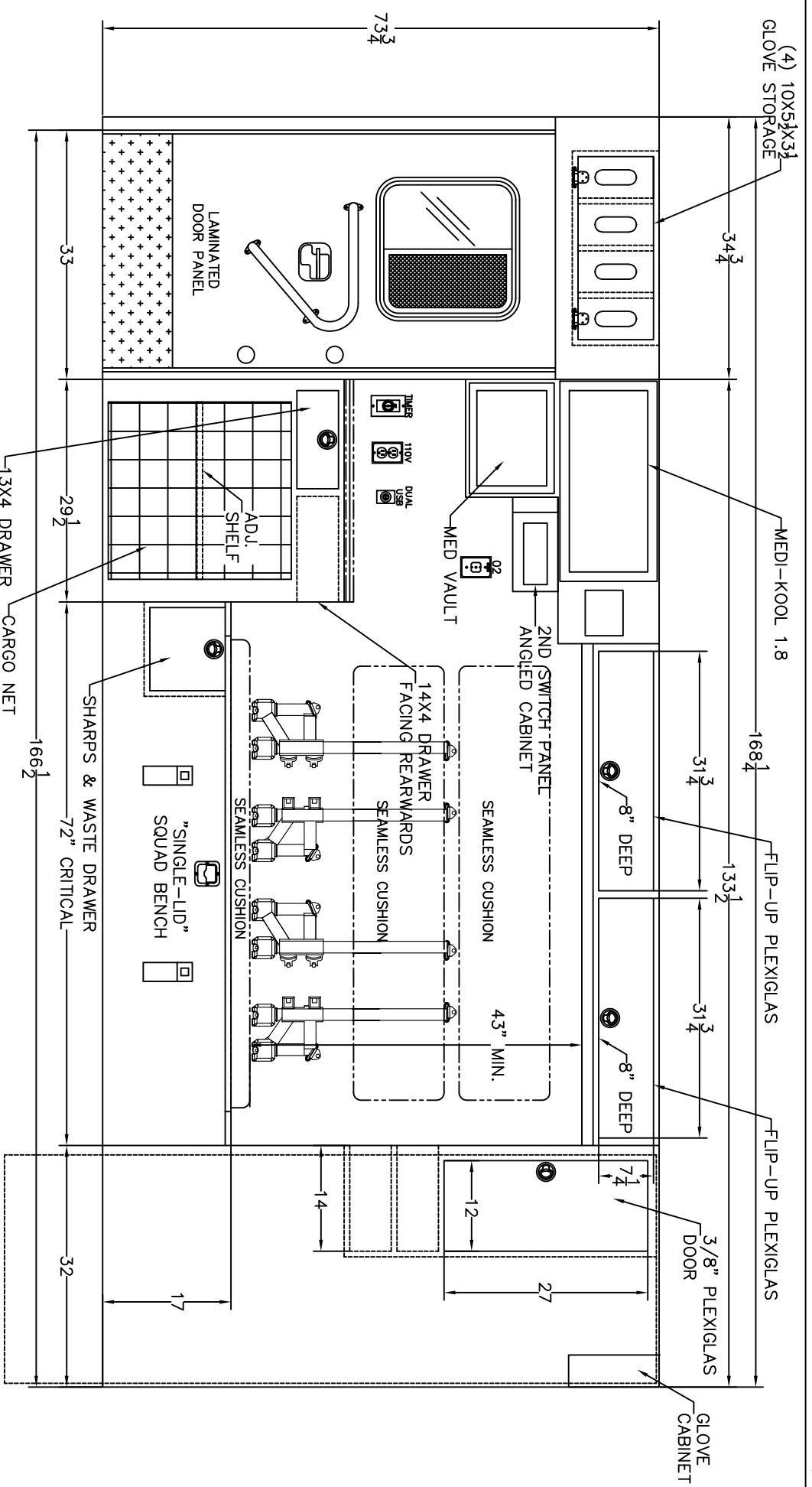
Revision# 1



NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
 NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

3			
2	REVISION DRAFT	04-26-22	SAH
1	BID DRAFT	03-22-22	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

Stock/Job#	Drawing#	Cust. App'v/Date#	Decl'r App'v/Date:
Osage Dealer: NORTH CENTRAL	MOLINE-102		
End Customer: MOLINE FIRE	Drawn By: S.A.H.	Date: 03-22-22	Scale: NOT TO SCALE
<p>NOTICE</p> <p>This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>			
<p style="text-align: center;">Osage Industries, Inc.</p> <p style="text-align: center;">TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>		<p style="text-align: center;">FORWARD INTERIOR TYPE-I SUPER-WARRIOR</p>	
			Revision# 1

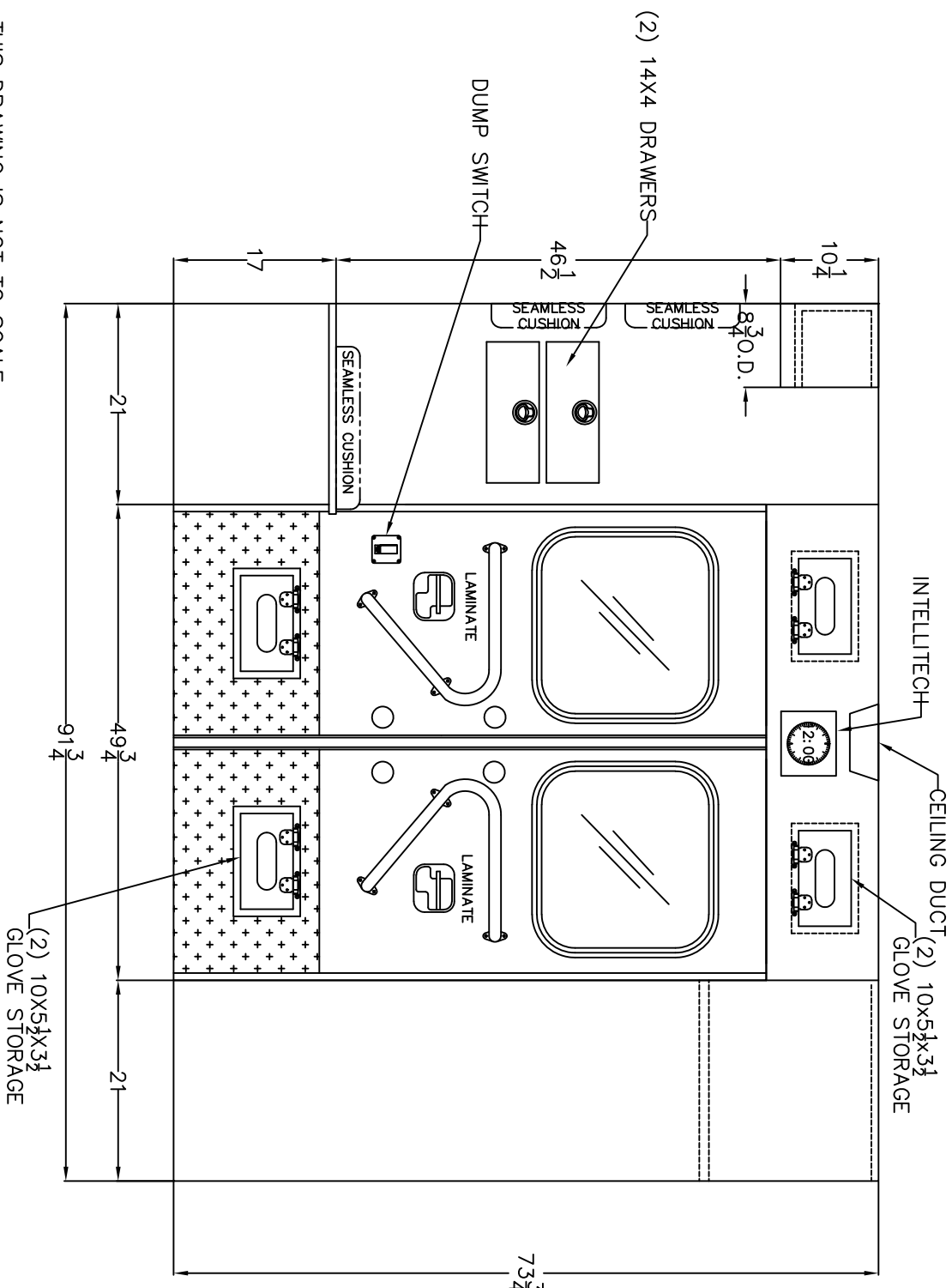


NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

Rev.#	Revision Description	Date	Rev'd App'vd
3			
2	REVISION DRAFT	04-26-22	SAH
1	BID DRAFT	03-22-22	SAH

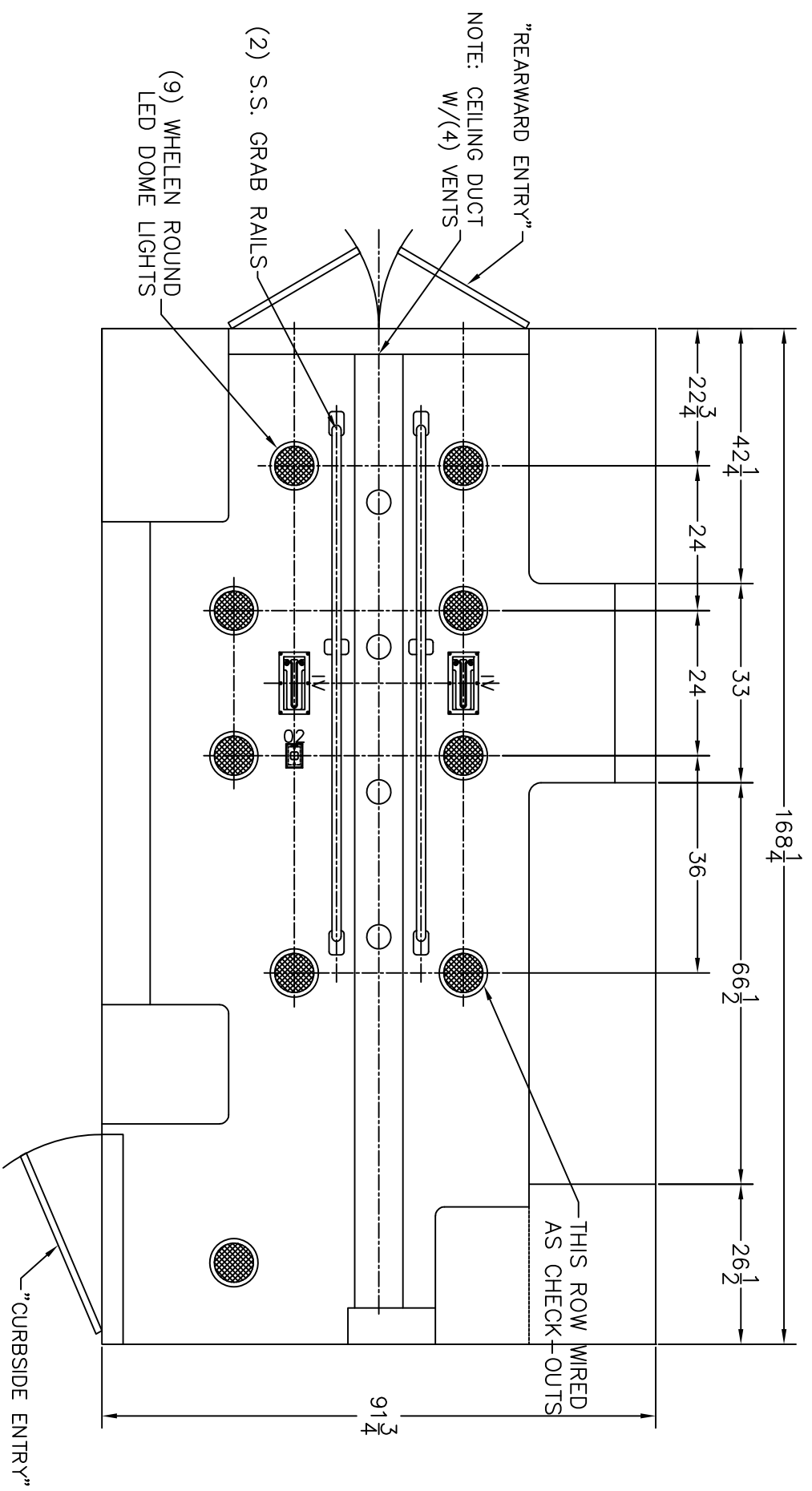
Stock/Job#	Drawing#	Cust. App'v/Date#	Decl'r App'v/Date:
Osage Dealer: NORTH CENTRAL	MOLINE-103		
End Customer: MOLINE FIRE	Drawn By: S.A.H.	Date: 03-22-22	Scale: NOT TO SCALE
<p>NOTICE</p> <p>This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>			
CURBSIDE INTERIOR		Revision#	
TYPE-I SUPER-WARRIOR		1	



NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
 NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

Rev.#	Revision Description	Date	Rev'd App'vd
3			
2	REVISION DRAFT	04-26-22	SAH
1	BID DRAFT	03-22-22	SAH

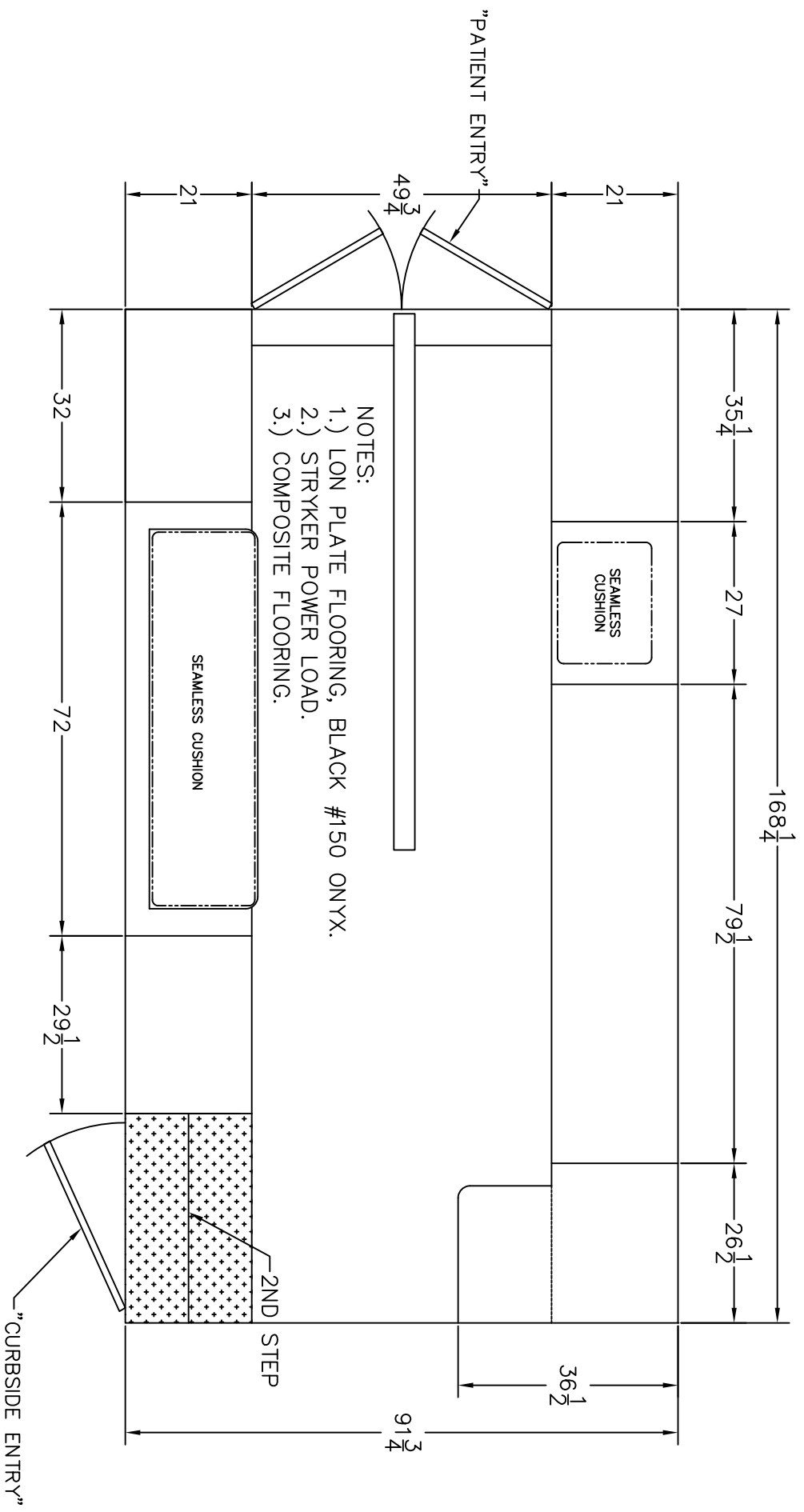
Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: NORTH CENTRAL	MOULINE-104		
End Customer: MOULINE FIRE	Drawn By: S.A.H.	Date: 03-22-22	Scale: NOT TO SCALE
<p>Osage Industries, Inc. TWINRIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>			
<p>This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>			Revision#
<p>REARWARD INTERIOR TYPE-1 SUPER-WARRIOR</p>			1



NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED
 PRODUCT MAY VARY.

3			
2	REVISION DRAFT	04-14-22	SAH
1	BID DRAFT	03-22-22	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

Stock/Job#:	Drawing#	Cust. App'v/Date#	Decl'r App'v/Date:
Osage Dealer:	MOLINE-105		
End Customer:	MOLINE FIRE		
<p>NOTICE</p> <p>This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>			
Drawn By:	Date:	Scale:	
S.A.H.	03-22-22	NOT TO SCALE	
Drawing Description:	<p>Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 63051</p>		Revision#
CEILING LAYOUT TYPE-1 SUPER-WARRIOR			1

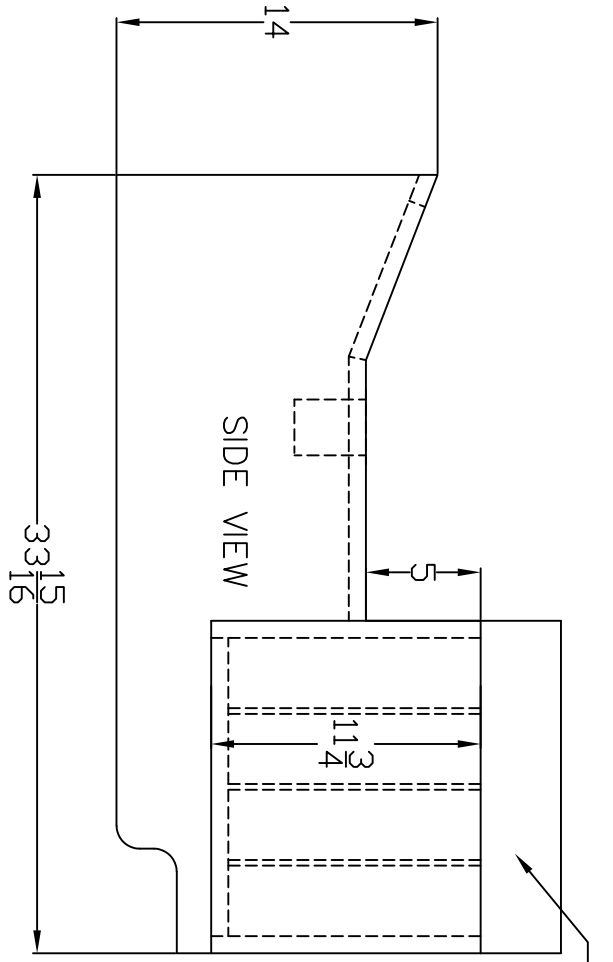
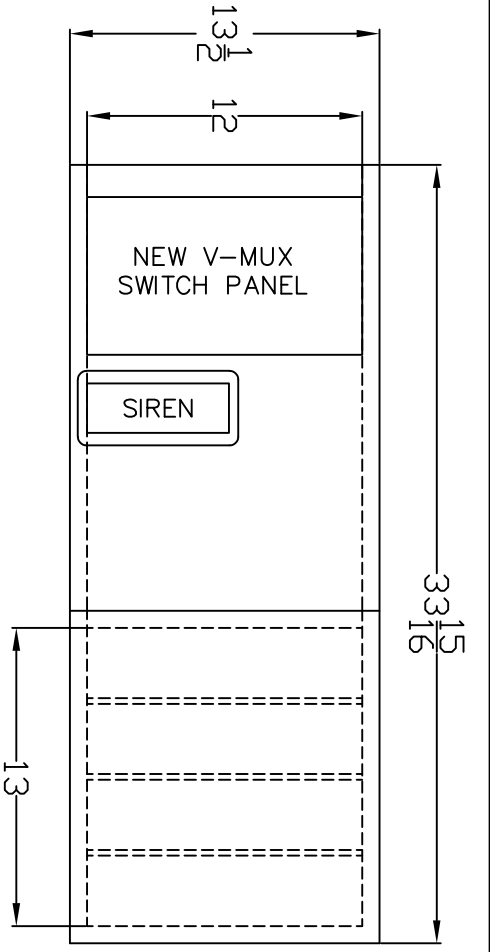


- NOTES:
- 1.) LON PLATE FLOORING, BLACK #150 ONYX.
 - 2.) STRYKER POWER LOAD.
 - 3.) COMPOSITE FLOORING.

NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF FINISHED
 PRODUCT MAY VARY.

3									
2	REVISION DRAFT	04-26-22	SAH						
1	BID DRAFT	03-22-22	SAH						
Rev.#	Revision Description	Date	Rev'd	App'vd					
Stock/Job#: _____ Osage Dealer: NORTH CENTRAL End Customer: MOLINE FIRE					Drawing# MOLINE-106 Cust. App'v/Date# _____ Dealer App'v/Date: _____				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					Drawn By: S.A.H. Date: 03-22-22 Scale: NOT TO SCALE				
FLOOR LAYOUT TYPE-I SUPER-WARRIOR					Revision# 1				

Osage Industries, Inc.
 TWINRIDGE ROAD
 P.O. BOX 718
 LINN, MO. 65051



NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF
 FINISHED PRODUCT MAY VARY.

3			
2			
1	BID DRAFT	03-22-22	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: NORTH CENTRAL	MOLINE-107		
End Customer: MOLINE FIRE	TWINRIDGE ROAD		
<p>Osage Industries, Inc. P.O. BOX 718 LINN, MO. 65051</p>			
<p>NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>		<p>Drawn By: S.A.H.</p> <p>Date: 03-22-22</p> <p>Scale: NOT TO SCALE</p>	<p>Revision#</p> <p>1</p>
<p>Drawing Description: DSAGE RADIO CONSOLE TYPE I, PASS-THROUGH</p>			

COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement (“Agreement”) between the City of Moline (“City”) and 3Bros Hospitality, LLC, doing business as Pour Bros Craft Taproom, 1209 4th Avenue, Moline, Illinois, for use of public right-of-way for outdoor dining/beverage service on premises.

SUGGESTED ACTION:

ATTACHMENTS:

[1110-2022 EXE RES Janine - Pour Bros Licensing Agreement-CB.pdf](#)

[1110-2022 EXE RES Janine - Pour Bros Licensing Agreement- ATT 1 Licensing Agreement.docx](#)

[1110-2022 EXE RES Janine - Pour Bros Licensing Agreement- ATT2 Beer Garden North Face of Building Visible.pdf](#)

[1110-2022 EXE RES Janine - Pour Bros Licensing Agreement- ATT3 Beer Garden South Face of Building Visible.pdf](#)

Council Bill/Resolution No. 1110-2022

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Licensing Agreement (“Agreement”) between the City of Moline (“City”) and 3Bros Hospitality, LLC, doing business as Pour Bros Craft Taproom, 1209 4th Avenue, Moline, Illinois, for use of public right-of-way for outdoor dining/beverage service on premises.

WHEREAS, 3Bros Hospitality, doing business as Pour Bros Craft Taproom, wishes to provide outdoor dining/beverage service on premises at 1209 4th Avenue, Moline; and

WHEREAS, City staff have reviewed the site and determined that the proposed use of public right-of-way is in the best interest of the City, its residents and neighboring businesses; and

WHEREAS, In partnership with said business owners, City staff will ensure adherence to local and state regulations and policies.

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 and attest to a Licensing Agreement (“Agreement”) between the City of Moline (“City”) and 3Bros Hospitality, LLC, doing business as Pour Bros Craft Taproom, 1209 4th Avenue, Moline, Illinois, for use of public right-of-way for outdoor dining/beverage service on premises; provided said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A.”

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022
Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____
City Clerk

LICENSEE: 3Bros Hospitality, LLC, dba Pour Bros Craft Taproom –1209 4th Avenue, Suite 2, Moline, IL 61265

LICENSING AGREEMENT

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

The LICENSEE is 3Bros Hospitality, LLC, 1209 4th Avenue, Suite 2, Moline, Illinois, hereinafter called the LICENSEE.

PREMISES: A 13’6” x 63’ area of ROW located on the south side of the Element Hotel, 6 feet from existing landscaping along 4th Avenue between 12th Street and 13th Street; and a 9’6” x 110’ area 5’ from the north side of the Element Hotel; and a 65’ (tapering to 34’) x 138’ lawn area directly east and adjoining the Q at 1209 4th Avenue, Moline, IL, as depicted in greater detail on the attached Exhibits “1” and “2”.

USE: LICENSEE shall be allowed only to: install a barrier fence with tables and chairs for outdoor dining/beverage service on PREMISES.

INTEREST ACQUIRED: LICENSEE acquires only the right to: install a barrier fence with tables and chairs for outdoor dining on PREMISES.

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

TERM: The first term of this Licensing Agreement is from June 7, 2022 to December 31, 2022. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE’S submission of insurance certification and payment of fees. The City may terminate this Agreement with 24-hour notice for Licensee's failure to comply with the City Code of Ordinances and /or the Outdoor Dining Guidelines.

FEE: The annual usage charge is \$30.00.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE 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.

LICENSEE shall be the primary insured.

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

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

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

LICENSEE:

By: _____
Licensee

Date: _____

Address and Telephone:

CITY OF MOLINE, ILLINOIS:

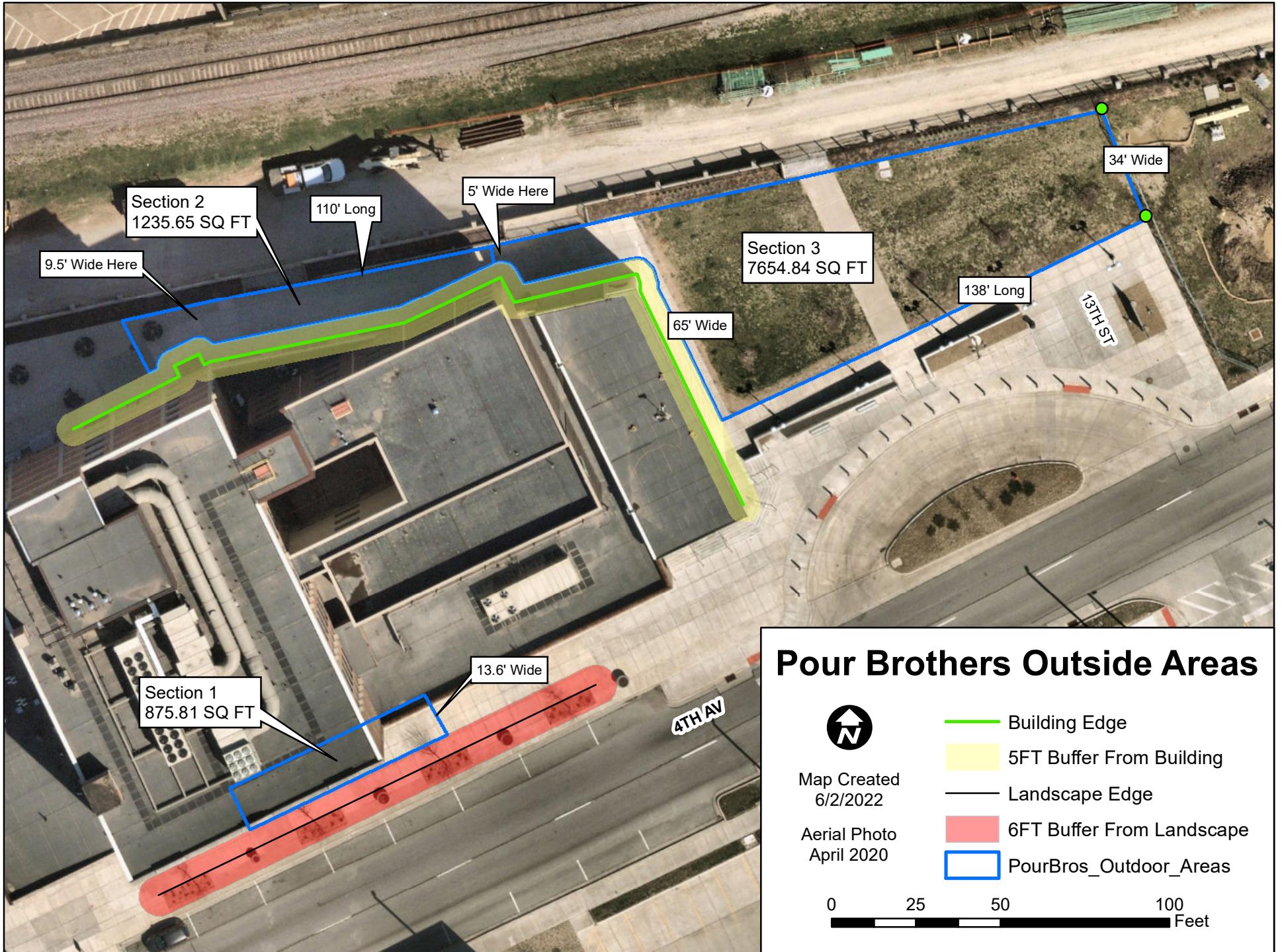
By: _____
Mayor

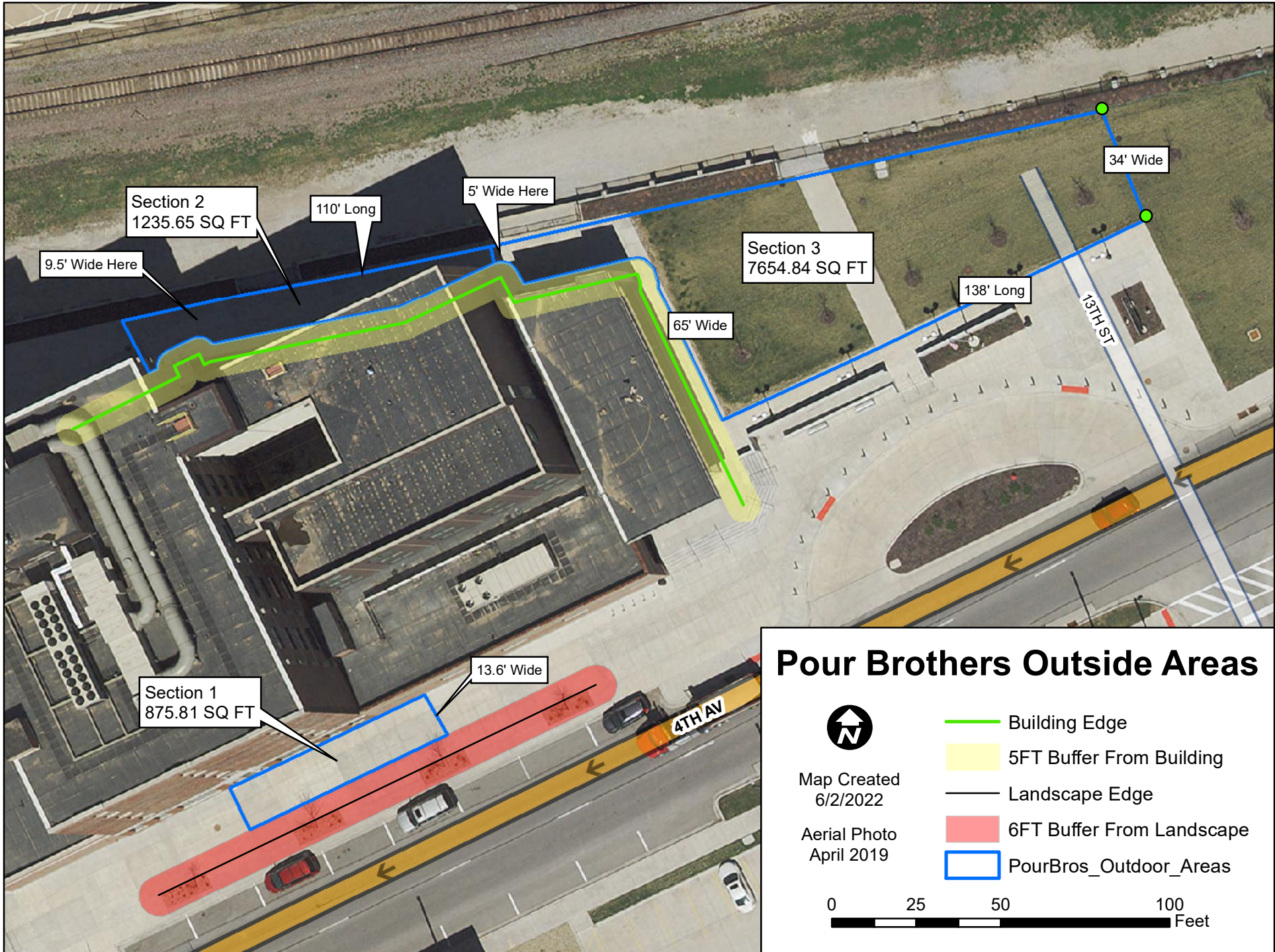
Attest: _____
City Clerk

STATE OF ILLINOIS:

By: _____

Attest: _____





COW/COUNCIL ACTION REPORT

June 7, 2022

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Cost Sharing Agreement (“Agreement”) between the City of Moline (“City”) Renew Moline, Inc., for the purpose of allocating and sharing the costs and obligations related to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, Illinois, and surrounding property.

SUGGESTED ACTION:

ATTACHMENTS:

[1111-2022 EXE RES2 Janine-Bob - Cost Sharing Agreement-CB.pdf](#)

[1111-2022 EXE RES2 Janine-Bob - Cost Sharing Agreement-ATT1.doc](#)

[1111-2022 EXE RES2 Janine-Bob - Spiegel Study Cost Sharing Agreement-ATT2.pdf](#)

Council Bill/Resolution No. 1111-2022

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Cost Sharing Agreement (“Agreement”) between the City of Moline (“City”) Renew Moline, Inc., for the purpose of allocating and sharing the costs and obligations related to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, Illinois, and surrounding property.

WHEREAS, the City owns the Study Property and the Parties are mutually interested in exploring the repurposing of the Building from its historic use as a factory to a more productive use befitting of its downtown location and in dialogue with the contemporary land uses in the vicinity; and

WHEREAS, the Parties desire to commission a feasibility study regarding the re-use of the Building, potentially including uses that incorporate the Parking (the “Study”); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City may appropriate and expend funds for economic development purposes; and

WHEREAS, the Parties have preliminarily estimated that the Study would cost approximately Thirty-Two Thousand and 00/100 Dollars (\$32,000) and wish to share the cost of the Study as provided herein; and

WHEREAS, the City is authorized under the provisions of Article VII, Section 10, of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, it is desirable and in the best interests of the residents of the City, and it is in the mutual best interests of the Parties, to enter into this Agreement.

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

That the Mayor and City Clerk are hereby authorized to execute and attest to a Cost Sharing Agreement (“Agreement”) between the City of Moline (“City”) and Renew Moline, Inc., for the purpose of allocating and sharing the costs and obligations related to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, Illinois, and surrounding property; provided said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A.”

CITY OF MOLINE, ILLINOIS

Mayor

June 7, 2022
Date

Passed: June 7, 2022

Approved: June 28, 2022

Attest: _____
City Clerk

**COST SHARING AGREEMENT BETWEEN
THE CITY OF MOLINE AND RENEW MOLINE, INC. FOR A FEASIBILITY STUDY
FOR SPIEGEL BUILDING ADAPTIVE RE-USE**

This Cost Sharing Agreement (“Agreement”) is entered into this ___ day of _____, 2022 (the “Effective Date”) by and between the City of Moline (“City”), and Renew Moline, Inc. an Illinois not-for-profit corporation (“Renew”) (sometimes herein referred to individually as a “Party” and collectively as the “Parties”) for the purpose of allocating and sharing the costs and obligations relating to the payment of the costs associated with a feasibility study addressing the adaptive re-use of the Spiegel Building located at 202 20th Street, Moline, IL (the “Building”) and City-owned parcel immediately north of the Building commonly known as _____ (“Parking”). Cumulatively, the Building and the Parking shall hereinafter be known as the “Study Property.”

WITNESSETH:

WHEREAS, the City owns the Study Property and the Parties are mutually interested in exploring the repurposing of the Building from its historic use as a factory to a more productive use befitting of its downtown location and in dialogue with the contemporary land uses in the vicinity; and

WHEREAS, the Parties desire to commission a feasibility study regarding the re-use of the Building, potentially including uses that incorporate the Parking (the “Study”); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City may appropriate and expend funds for economic development purposes; and

WHEREAS, the Parties have preliminarily estimated that the Study would cost approximately Thirty Two Thousand and 00/100 Dollars (\$32,000.00) and wish to share the cost of the Study as provided herein; and

WHEREAS, the City is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, it is desirable and in the best interests of the residents of the City, and it is in the mutual best interests of the Parties, to enter into this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration and the agreed upon dollars to be paid in accordance with the terms of this Agreement, the respective covenants and agreements of the Parties set forth below, the sufficiency of which is acknowledged, the Parties agree as follows:

Section 1. Incorporation. The above Recitals are incorporated by reference into this Section 1.

Section 2. Sharing of Costs and Obligations. The Parties agree to allocate and share the following costs and obligations:

A. Program Obligations

1. Renew Moline shall be the lead and supervising agency in all respects of the Study. Renew Moline shall issue any solicitation(s) for independent contractors to perform the services comprising the Study the (“Contractor”) and shall be solely responsible for all decisions and actions relating to the selection, payment, enforcement of any agreement with the Contractor.
2. Neither the Contractor nor anyone employed by Contractor shall be considered an employee of the City or Renew, and such employees shall not be considered a joint employee of the Parties. None of Contractor’s employees shall be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions or any other benefits for the regular employees of the by the City or Renew.
3. This Agreement shall not create a joint venture, partnership or employment relationship among the Parties.

B. Program Costs and Budget

1. The Study expenses are estimated to be an amount not to exceed Thirty Two Thousand and 00/100 Dollars (\$32,000.00) (“Study Cost”).
2. The Parties agree to share the Study Cost as follows:
 - a. Renew’s share of the estimated Study Cost shall be Sixteen Thousand and 00/100 Dollars (\$16,000.00) or such lesser amount as may constitute one-half of the Study Cost (the “Renew Share”).
 - b. The balance of the Study Cost after deducting the Renew Share shall be the responsibility of the City. Any expenses that exceed the estimated Study Cost shall be paid by the City with other available funds that can be legally expended for such purposes.

C. Reimbursement and Accounting

1. **Invoice and Reimbursement.** Renew Moline shall send written invoices on a periodic basis (but no more frequently than once per month) to the City with supporting documentation that itemizes the incurred expenses and costs by Renew in paying the Contractor in connection with the Study. The City agrees to pay one-half of the invoices, up to an aggregate maximum of \$16,000.00, within thirty (30) days of receipt in accordance with the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*), as amended, which shall govern the

payment obligations and the accrual of late fees and interest.

2. **Accounting.** Renew Moline shall ensure access during normal business hours by the City or its finance officer or auditor, upon request, for the purpose of reviewing and auditing that portion of the Renew's books and records that relate to the Study. Renew shall reasonably cooperate with such requests by the City regarding access to documents and information needed to complete any audit related to the rights and obligations of the Parties under this Agreement. Each Party is responsible for its respective costs of the audit.
3. **Dispute; Negotiation.** If a dispute arises between the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, ratified by the governing bodies of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement to confirm the dispute resolution. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue any other equitable or legal remedies to enforce the provisions of this Agreement.

Section 3. Default, Cure, Remedies.

A. Defaults; Events of Default

In the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("Default"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "Event of Default." Except as otherwise provided in this Agreement, no Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. Except as otherwise provided, no Default by either Party shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. Remedies for Events of Default

In the Event of Default by a Party in the performance of any of its obligations under this Agreement, the Parties shall participate in the dispute resolution process set forth in Section 2.C.3. If the Dispute Resolution process is not successful, then either Party shall have the right to pursue all rights and remedies available to it at law or in equity. In any action with

respect to this Agreement, the Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement or seek monetary damages for the breach of this Agreement. Each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

C. Venue

Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Rock Island County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

D. No Waiver of Right to Enforce

Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not, absent other facts and circumstances, constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

E. Cumulative Remedies

Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole discretion of either Party and may be exercised as often as occasion therefore shall arise.

Section 4. General Provisions.

A. Entire Agreement.

This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements, whether oral or written, among the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written,

other than those contained in this Agreement. All negotiations between the Parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

B. Interpretation and Severability

It is the intent of the Parties that this Agreement be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, including any exhibits hereto, the provision that best promotes and reflects the intent of the Parties shall control. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect. In addition the Parties acknowledge that each Party has had the opportunity to seek review of this Agreement by counsel prior to its execution and therefore this Agreement shall be deemed to have been drafted mutually by the Parties.

C. Amendments

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended or terminated without the written consent and duly authorized consent of the Parties.

D. Waivers

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement; nor shall waiver of any default be deemed to constitute a waiver of any subsequent default whether of the same or different provisions of this Agreement.

E. Successors; Assignment

No Party shall assign this Agreement, in whole or in part, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assigns of the Parties.

F. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the City:

City of Moline
619 16th Street
Moline, IL 61265
Attn: City Administrator

With a copy to:

Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603
Attn: Margaret Kostopulos

For notices and communications to Renew:

Renew Moline
1506 River Drive
Moline, IL 61265
Attn: President/CEO

With a copy to:

Califf & Harper
1515 5th Avenue _____
Moline, IL 61265 _____
Attn: Jim Zmuda _____

By notice complying with the foregoing requirements of this Section, each party shall have the right to change addressees or addresses or both for future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

G. Execution in Counterparts

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

H. No Third Party Beneficiaries

Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights.

I. Captions and Section Headings

Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

J. Governing Law

This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

K. Binding Authority

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the City of Moline and Renew Moline, Inc. have, by their duly authorized officers, set their hands and affixed their seals on the date first above written.

CITY OF MOLINE

RENEW MOLINE, INC.

BY: _____
Mayor

BY: _____

ITS: _____

DATE: _____

DATE: _____

ATTEST:

City Clerk

April 12, 2022

Alex Elias
President & CEO
Renew Moline
1506 River Drive
Moline, IL 61265

Re: 200 21st St (Spiegel building) market and feasibility study

Dear Alex:

PGAV Planners, LLC (“PGAV”) is pleased to provide the following proposal for planning services related to redeveloping the property located at 200 21st St, commonly referred to as the Spiegel Building. This proposal comprises the following:

- General Description
- Subsequent Phases/Additional Services
- Standard Hourly Rate Table
- Notices
- Termination
- Scope of Services
- Deliverables and Document Ownership
- Professional Fees and Reimbursable Expenses
- Timeline
- Agreement

General Description

The Spiegel Building (the “Project”) represents an important opportunity for the City of Moline and the downtown area. The City, in partnership with Renew Moline (the “Client”), wants to evaluate the feasibility of a cultural attraction and exciting destination for dining, retail, and coworking in the Project. In order to make a decision regarding whether or not to move forward with a proposal to redevelop the Project, the Client requires a market and feasibility study to provide valuable information.

Subsequent Phases / Additional Services

This agreement is for the services as described under the heading “Scope of Services.” The Client may elect to engage PGAV for Additional Services other than those defined in the Scope of Services. In this instance, the Client will request these services from PGAV and PGAV will respond with a letter to you outlining the additional scope, additional fee, and reimbursable expenses associated with these extra services. One additional service in particular that may be initiated is the creation of additional renderings beyond what is included in the Scope of Services. Each additional rendering can be purchased at a price of \$2,160. The Client may also elect to have PGAV perform additional services or travel and receive compensation pursuant to the Standard Hourly

Rate table. If desired, the Client may initiate a task or travel via electronic mail and PGAV will respond with a letter containing a cost estimate and scope of services.

Standard Hourly Rate Table

Project Staff	Hourly Rate
Vice President	\$250
Senior Director/Director	\$210
Associate Director	\$195
Senior Project Manager	\$190
Project Manager	\$150
Project Planner	\$140
Intern	\$65
Administrative/Technical Assistance	\$95

Notices

If either party believes its expectations or its needs for information from the other party (or within the other party's control) are not being met in a satisfactory manner, each party agrees to notify the other party about the shortcoming. A notice from one party to another may be a telephone call, electronic mail, facsimile, express, or postal service.

The project representatives are as follows: Adam Stroud, Senior Project Manager of PGAV and Alex Elias, President & CEO. A party may change its project representative by sending notice of that change to the other party.

Termination

This Agreement may be terminated by either party upon not less than seven days written notice given by e-mail to the above-named persons. In the event of termination, PGAV may submit a final invoice to the Client covering (a) actual fees accrued by PGAV at the date of termination, calculated at Standard Hourly Rates since the date of the last invoice, plus (b) the amount for Additional Services performed by PGAV through the date of termination as authorized under this agreement, plus (c) reimbursable expenses of PGAV incurred under the performance under this Agreement through the date of termination.

Scope of Services

1. Review research

- a. Obtain any documents, slide decks, research, etc. that the Client has in their possession to get up to speed on the vision for the Project.

2. Assess market capacity

- a. Evaluate the market demand for unique arts-based uses, food hall dining, office-based coworking, bike rental, general retail, restaurant, events space, coffee shop, and ballet studios.
- b. Include in the analysis the potential for tourism and local visitation to the proposed destination. Review visitation numbers and data for similar uses in the Quad Cities and in other relevant metropolitan areas.

3. Deliver market demand report

- a. Summarize the market demand findings for the proposed uses into a report for use by the Client any other partners the Client wishes to engage.
- b. Include in the analysis the potential outcomes for visitation and tourism based on the proposed uses
- c. Interpret the findings and provide recommendations to the Client on which uses will generate the most visitation and traffic. PGAV should also recommend any uses that are not proposed, but that may improve project feasibility.

4. Determine revenue and expenses

- a. Research and summarize potential rents and other income generation based on recommended uses.
- b. Summarize operating expenses and long-term maintenance costs for the Project

5. Perform financial feasibility analysis

- a. Create several scenarios based on recommended uses, rent ranges, expenses, construction costs, etc.
- b. Quantify the financial gap, if there is one.
- c. Provide options and funding sources for closing the gap, if they exist

6. Perform gap analysis

- a. Utilize feasibility analysis to determine which tools and funds may be used to improve the feasibility of the Project.
- b. Deliver presentations to the Client to discuss the feasibility and gap analyses.

7. Add feasibility analysis to report

- a. Amend the market demand report to include the feasibility and gap analyses.

8. Create two renderings

- a. Based on feasible uses and development scenarios, PGAV will create two renderings of the interior of the Project.

Deliverables and Document Ownership

The final deliverables associated with the Scope of Services include:

1. Market Demand Report
2. Feasibility and Gap Analyses Presentation to Client
3. Amend Market Demand Report to include Feasibility and Gap Analyses
4. Amend Report to include conceptual renderings
5. Additional renderings may be added via the procedure outlined in Subsequent Phases/Additional Services

Any reports, draft reports, or renderings produced as a result of this agreement will belong to the Client and PGAV may use the deliverables in marketing materials only after requesting permission to do so.

Professional Fees and Reimbursable Expenses

Compensation for the proposed services will be in the amount shown below. Each line item represents an estimate of the cost of providing a particular task, but it is expected that PGAV will complete all of the tasks as part of this agreement:

Task	Description	Task Fee
1	Review research	\$1,900.00
2	Assess market capacity	\$4,490.00
3	Deliver market demand report	\$4,490.00
4	Determine construction cost, op. ex., and renderings	\$10,500.00
5	Perform financial feasibility analysis	\$2,200.00
6	Perform gap analysis	\$2,480.00
7	Add feasibility analysis to report	\$2,090.00
8	Create two renderings	\$3,100.00
	Total	\$31,250.00
	Reimbursables	\$300.00
	Potential Total	\$31,550.00

Invoices will be issued monthly according to the time spent during each monthly billing cycle. Payment is due within 60 days. If payment is not received within 60 days, PGAV may choose to suspend services until payment is received. The Client will be notified via electronic mail of the decision to suspend services.

Reimbursable expenses such as those associated with travel, printing, image acquisition, shipping, long-distance, and other costs typically associated with this type of professional work are in addition to the above fees. The reimbursable expenses will be invoiced at cost, without mark-up, as part of our monthly invoice.

Timeline

The Scope of Services shall be completed no later than four months from the execution date of this agreement. The Client acknowledges that circumstances outside of the control of PGAV may result in a delay of the completion of the project beyond four months from the date of execution. These circumstances may include, but are not limited to, slower than expected review times from the Client and its partners. If a delay occurs that is outside the control of PGAV, the Scope of Services will be completed according to a mutually agreed upon schedule.

Agreement

This letter, when countersigned by a duly authorized representative of the Client will serve as the entire Agreement for the services outlined herein. Signing on the lines provided below will serve as a notice to proceed on the Scope of Services.

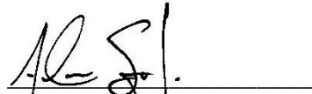
We value our long-term relationship with Moline and thank you for the opportunity to work with you on this Project.

Sincerely,



Adam Stroud
Senior Project Manager
PGAV Planners, LLC

Alexandra Elias
President & CEO
Renew Moline



Andy Struckhoff
Vice President
PGAV Planners, LLC

Print Attest Name:
Attest Title:
Attest Organization:

COW/COUNCIL ACTION REPORT

June 7, 2022

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by removing the intersection of Nineteenth Avenue and Thirty-fifth Street.

SUGGESTED ACTION:

ATTACHMENTS:

[3012-2022 ENG GO1 Hollan-Schenk - Remove All-Way Stop 19th Avenue and 35th Street -CBxg.pdf](#)

[3012-2022 ENG GO1 Hollan-Schenk - Remove All-Way Stop 19th Avenue and 35th Street -ATT.pdf](#)

Council Bill/General Ordinance No. 3012-2022

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by removing the intersection of Nineteenth Avenue and Thirty-Fifth Street.

WHEREAS, the Traffic Committee reviewed this recommendation at the Traffic Engineering Committee meeting held on May 3, 2022, and is in agreement with staff's recommendation.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by removing the intersection of Nineteenth Avenue and Thirty-Fifth Street.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

June 28, 2022
Date

Passed: June 28, 2022

Approved: July 12, 2022

Attest: _____
City Clerk

MINUTES

Traffic Engineering Committee

Tuesday, May 3, 2022

1:30 p.m.

Location: Public Works, Conference Room
3635 4th Avenue, Moline, Illinois

CALL TO ORDER

Chairperson, Laura Klauer, called the meeting to order at 1:30 p.m. in the Public Works Conference Room.

BOARD MEMBER	PRESENT	ABSENT
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	
Hollan Phillips	X	

ROLL CALL

Laura Klauer, Chairperson

APPROVAL OF MINUTES

Traffic Engineering Committee meeting minutes of April 5, 2022: PASSED

NON-CONSENT AGENDA ITEMS

1. Request for flashing stop signs at the 3-way stop on 53rd St and 5th Avenue.

Explanation: Resident requests that the 3-way stop signs on 53rd St and 5th Avenue be changed to flashing stop signs. Resident stated that since the alley was resurfaced, traffic has really increased. Resident states that the stop signs are ran many times throughout the day. Resident is concerned about safety of school children walking in the area.

There have been 4 accidents within 5 years at this intersection. 2018 (1), 2019 (2), 2022 (1). Discussion topics included; adding speed signs South of intersection on 53rd St for Northbound traffic, or adding red reflective paddles to stop signs.

Attachment: Yes

Staff Recommendation: Motion made to table agenda item once further information is received. Matt Russell to research what types of accidents (4) that took place at this intersection.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

Fiscal Impact: Josh Whiting states to add flashing stop signs, costs are approximately \$1,500 - \$1,700 plus installation per stop sign.

2. Request to add “2-hour parking” signs in city owned lot behind the Highland Building off of Avenue of the Cities.

Explanation: The city-owned lot behind the Highland Building on Avenue of the Cities is currently being used by residents of a nearby apartment building. This parking lot was intended for the use of businesses along Avenue of the Cities when on-street parking was removed. This concern was brought up by a business owner whom uses this lot. There is a recommendation for the lot to be 2-hour parking during the hours of 9:00AM-9:00PM (at a minimum).

Attachment: Yes

Staff Recommendation: Motion made to table agenda item and do more research. As part of the approval process, need to confirm where the parking for the apartment units were to be. How plans were set up to provide parking for the residential tenants.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

3. The intersection of 3rd Street and 18th Avenue is listed in the City’s Ordinance as an All-Way Stop, but is signed as a Two-Way Stop. Clarification is needed.

Explanation: This intersection has a conflict between the Code of Ordinances and what is in place. Staff is looking for a recommendation from the Committee to either revise the Code, or to sign the intersection as a 4-way stop.

Attachment: Yes

Staff Recommendation: Motion was made to revise the Code of Ordinance to a two-way stop.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

4. The intersection of 19th Avenue and 35th Street is listed in the City’s Ordinance as an All-Way Stop, but is signed as a Two-Way Stop. Clarification is needed.

Explanation: This intersection has a conflict between the Code of Ordinances and what is in place. Staff is looking for a recommendation from the Committee to either revise the Code, or to sign the intersection as a 4-way stop.

Attachment: Yes

Staff Recommendation: Motion was made to revise the Code of Ordinance to a two-way stop.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

OTHER TRAFFIC BUSINESS

Discussion of tabled agenda item from April 5, 2022 meeting.

Request to address on-street parking on the East side of 39th Street, from 2nd to 4th Avenue.

Matt Russell spoke with residents and took pictures of the parking in this location. Since speaking with residents, plows were removed. However, resident continues to park trailer on street. Russell placed sticker on trailer and since, the resident has attached trailer to vehicle.

Russell and Regenwether stated these issues, due to limited traffic, do not cause any obstructions for emergency vehicles.

Discussion also included the possibility of extending pavement to sidewalk and putting in curbing to eliminate the issue. However, this process would be costly.

Motion was made to remove tabled item and leave ordinance as is, with parking being allowed on both sides of street. Any issues will be addressed per resident complaint call being made to police.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

Next Traffic Committee Meeting to be held June 14, 2022 due to Laura Klauer out of office June 7th and new Engineer starting June 6, 2022.

PUBLIC COMMENT

Members of the Public are permitted to speak after standing and stating their names. Anyone wishing to make public comment will need to sign in on the public comment sign-in sheet.

Comments may also be emailed until the day of the meeting, no later than 4:00 p.m., to hphillips@moline.il.us. Please type Public Comment in the Subject line and these comments will be read at the Meeting.

Any person with disabilities who wishes to attend the meeting who requires a special accommodation in attending the meeting should notify the City Engineer’s Office, (309)524-2350, at least 24 hours prior to the scheduled meeting.

No. 1/ Request for flashing stop signs at the 3-way stop on 53rd St and 5th Avenue



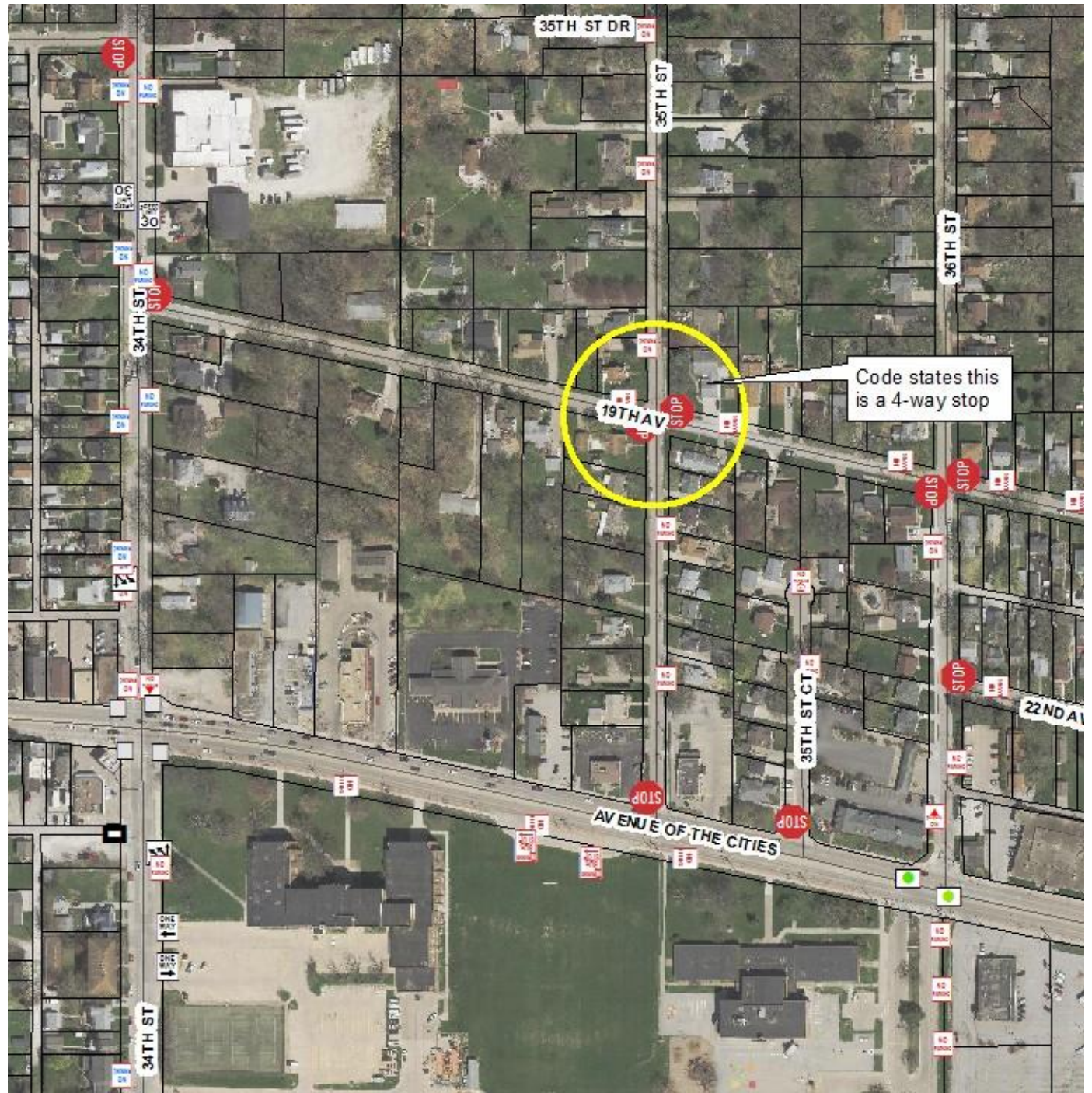
No. 2/ Request for city-owned lot to become a 2-hour parking between hours of 9:00AM-9:00PM.



No.3/ 3rd Street & 18th Avenue



No. 4/ 19th Ave & 35th St



COW/COUNCIL ACTION REPORT

June 7, 2022

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 5 thereof, “ALL-WAY STOP INTERSECTIONS,” by removing the intersection of Third Street and Eighteenth Avenue.

SUGGESTED ACTION:

ATTACHMENTS: [3013-2022 ENG GO2 Hollan-Schenk - Remove All-Way Stop 3rd Street and 18th Avenue -CBxg.pdf](#)
[3013-2022 ENG GO2 Hollan-Schenk - Remove All-Way Stop 3rd Street and 18th Avenue -ATT.pdf](#)

Council Bill/General Ordinance No. 3013-2022

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by removing the intersection of Third Street and Eighteenth Avenue.

WHEREAS, the Traffic Committee reviewed this recommendation at the Traffic Engineering Committee meeting held on May 3, 2022, and is in agreement with staff's recommendation.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by removing the intersection of Third Street and Eighteenth Avenue.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

June 28, 2022
Date

Passed: June 28, 2022

Approved: July 12, 2022

Attest: _____
City Clerk

MINUTES

Traffic Engineering Committee

Tuesday, May 3, 2022

1:30 p.m.

Location: Public Works, Conference Room
3635 4th Avenue, Moline, Illinois

CALL TO ORDER

Chairperson, Laura Klauer, called the meeting to order at 1:30 p.m. in the Public Works Conference Room.

BOARD MEMBER	PRESENT	ABSENT
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	
Hollan Phillips	X	

ROLL CALL

Laura Klauer, Chairperson

APPROVAL OF MINUTES

Traffic Engineering Committee meeting minutes of April 5, 2022: PASSED

NON-CONSENT AGENDA ITEMS

1. Request for flashing stop signs at the 3-way stop on 53rd St and 5th Avenue.

Explanation: Resident requests that the 3-way stop signs on 53rd St and 5th Avenue be changed to flashing stop signs. Resident stated that since the alley was resurfaced, traffic has really increased. Resident states that the stop signs are ran many times throughout the day. Resident is concerned about safety of school children walking in the area.

There have been 4 accidents within 5 years at this intersection. 2018 (1), 2019 (2), 2022 (1). Discussion topics included; adding speed signs South of intersection on 53rd St for Northbound traffic, or adding red reflective paddles to stop signs.

Attachment: Yes

Staff Recommendation: Motion made to table agenda item once further information is received. Matt Russell to research what types of accidents (4) that took place at this intersection.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

Fiscal Impact: Josh Whiting states to add flashing stop signs, costs are approximately \$1,500 - \$1,700 plus installation per stop sign.

2. Request to add “2-hour parking” signs in city owned lot behind the Highland Building off of Avenue of the Cities.

Explanation: The city-owned lot behind the Highland Building on Avenue of the Cities is currently being used by residents of a nearby apartment building. This parking lot was intended for the use of businesses along Avenue of the Cities when on-street parking was removed. This concern was brought up by a business owner whom uses this lot. There is a recommendation for the lot to be 2-hour parking during the hours of 9:00AM-9:00PM (at a minimum).

Attachment: Yes

Staff Recommendation: Motion made to table agenda item and do more research. As part of the approval process, need to confirm where the parking for the apartment units were to be. How plans were set up to provide parking for the residential tenants.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

3. The intersection of 3rd Street and 18th Avenue is listed in the City’s Ordinance as an All-Way Stop, but is signed as a Two-Way Stop. Clarification is needed.

Explanation: This intersection has a conflict between the Code of Ordinances and what is in place. Staff is looking for a recommendation from the Committee to either revise the Code, or to sign the intersection as a 4-way stop.

Attachment: Yes

Staff Recommendation: Motion was made to revise the Code of Ordinance to a two-way stop.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

4. The intersection of 19th Avenue and 35th Street is listed in the City’s Ordinance as an All-Way Stop, but is signed as a Two-Way Stop. Clarification is needed.

Explanation: This intersection has a conflict between the Code of Ordinances and what is in place. Staff is looking for a recommendation from the Committee to either revise the Code, or to sign the intersection as a 4-way stop.

Attachment: Yes

Staff Recommendation: Motion was made to revise the Code of Ordinance to a two-way stop.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

OTHER TRAFFIC BUSINESS

Discussion of tabled agenda item from April 5, 2022 meeting.

Request to address on-street parking on the East side of 39th Street, from 2nd to 4th Avenue.

Matt Russell spoke with residents and took pictures of the parking in this location. Since speaking with residents, plows were removed. However, resident continues to park trailer on street. Russell placed sticker on trailer and since, the resident has attached trailer to vehicle.

Russell and Regenwether stated these issues, due to limited traffic, do not cause any obstructions for emergency vehicles.

Discussion also included the possibility of extending pavement to sidewalk and putting in curbing to eliminate the issue. However, this process would be costly.

Motion was made to remove tabled item and leave ordinance as is, with parking being allowed on both sides of street. Any issues will be addressed per resident complaint call being made to police.

Board Member	Aye	Nay
Laura Klauer	X	
Steve Regenwether	X	
Matt Russell	X	
Michael Schenk	X	
Josh Whiting	X	

Next Traffic Committee Meeting to be held June 14, 2022 due to Laura Klauer out of office June 7th and new Engineer starting June 6, 2022.

PUBLIC COMMENT

Members of the Public are permitted to speak after standing and stating their names. Anyone wishing to make public comment will need to sign in on the public comment sign-in sheet.

Comments may also be emailed until the day of the meeting, no later than 4:00 p.m., to hphillips@moline.il.us. Please type Public Comment in the Subject line and these comments will be read at the Meeting.

Any person with disabilities who wishes to attend the meeting who requires a special accommodation in attending the meeting should notify the City Engineer’s Office, (309)524-2350, at least 24 hours prior to the scheduled meeting.

No. 1/ Request for flashing stop signs at the 3-way stop on 53rd St and 5th Avenue



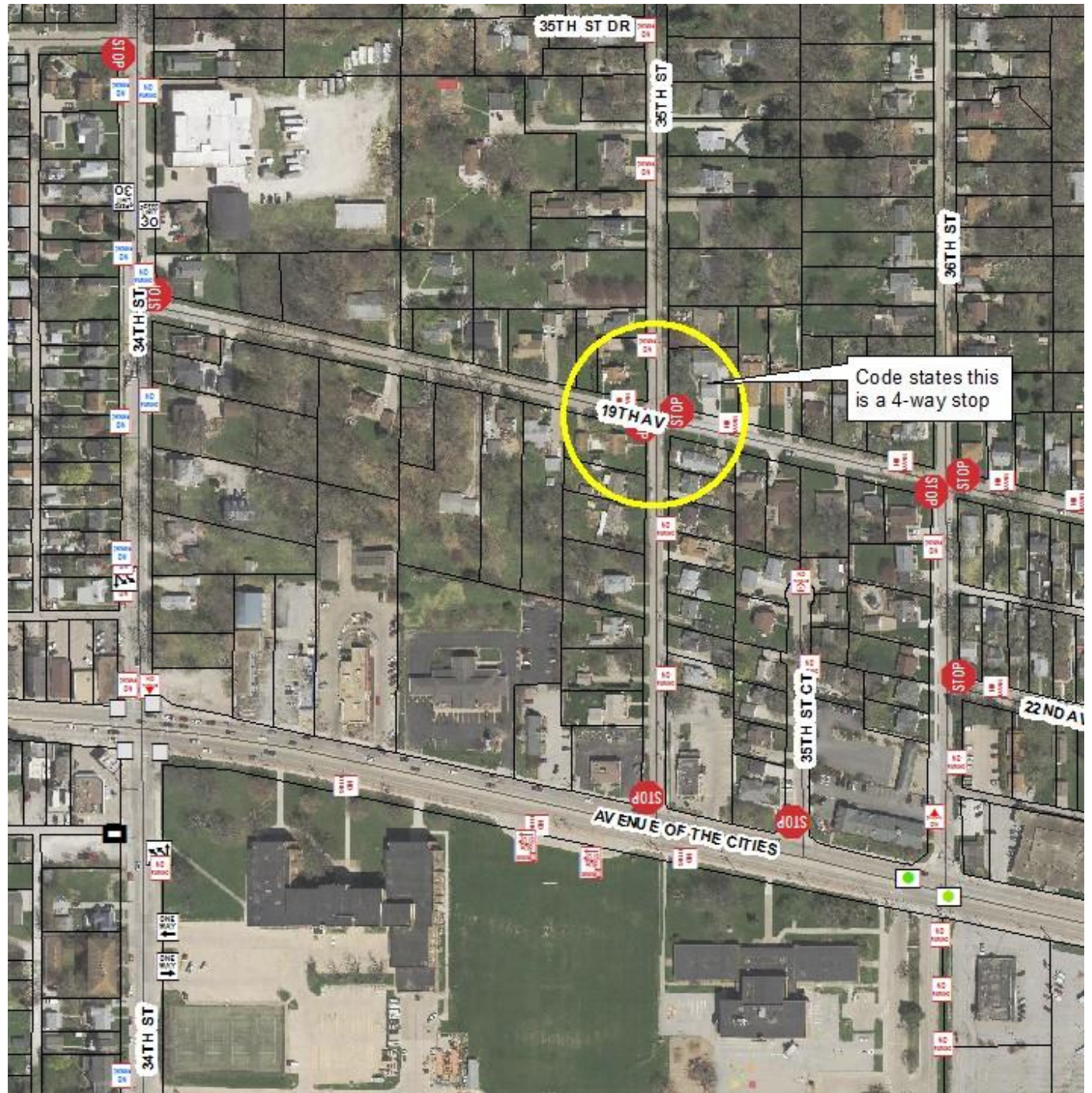
No. 2/ Request for city-owned lot to become a 2-hour parking between hours of 9:00AM-9:00PM.



No.3/ 3rd Street & 18th Avenue



No. 4/ 19th Ave & 35th St



COW/COUNCIL ACTION REPORT

June 7, 2022

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 7 thereof, “ONE-WAY STREETS,” by including to make the alley a one-way for Eastbound traffic between 15th Street Place and 16th Street and 17th Avenue and 18th Avenue A.

SUGGESTED ACTION:

The Traffic Engineering Committee received a resident request to change the alley between 15th Street Place and 16th Street; and 17th Avenue and 18th Avenue A into a one-way, citing narrow pavement and near collisions. The Traffic Committee reviewed data collected by the Police Department, which showed an unusually large amount of traffic using the alley. Staff observed the traffic patterns on several occasions, and cited the majority of traffic is using this alley as a cut-through from 15th Street Place to the neighborhood east of 16th Street. The Committee recommends approval to change this alley into a one-way for Eastbound traffic. Staff sent survey requests to neighboring properties, and the results are attached. Staff also knocked on doors, and received only positive feedback from those who were spoken to in person.

Staff Recommendation: Approval

Fiscal Impact: N/A

ATTACHMENTS:

[3014-2022 ENG GO1 Hollan-Schenk - One Way Street 15th Street Place and 16th Street; and 17th Avenue and 18th Avenue A - CBxg.pdf](#)

[3014-2022 ENG GO1 Hollan-Schenk - One Way Street 15th Street Place and 16th Street; and 17th Avenue and 18th Avenue A - ATT.pdf](#)

Council Bill/General Ordinance No.
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 7 thereof, “ONE-WAY STREETS,” by making a one-way for Eastbound traffic between 15th Street Place and 16th Street and 17th Avenue and 18th Avenue A.

WHEREAS, the Traffic Committee reviewed this recommendation at the Traffic Engineering Committee meeting held on February 1, 2022, and agrees with said recommendation.

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

Section 1 – That Chapter 20, “MOTOR VEHICLES AND TRAFFIC” of the Moline Code of Ordinances, Appendix 7 thereof, “ONE-WAY STREETS,” is hereby amended to make a one-way for Eastbound traffic between 15th Street Place and 16th Street and 17th Avenue and 18th Avenue A.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

June 28, 2022

Date

Passed: June 28, 2022

Approved: July 12, 2022

Attest: _____
City Clerk



MINUTES
Traffic Engineering Committee
Tuesday, February 1, 2022
3635 4th Avenue
Moline, IL 61265

PRESENT: Laura Klauer, Chairperson
Steve Regenwether
Matt Russell
Michael Schenk
Josh Whiting

STAFF: Rhonda Bartz

Agenda Items:

1. **Call to Order.** Laura Klauer called the meeting to order at 1:33 p.m.
2. **Roll Call** – Roll call was taken with Laura Klauer, Steve Regenwether, Matt Russell, Michael Schenk, and Josh Whiting present.
3. **Approval of minutes for the Traffic Engineering Committee meeting of January 4, 2022.** Motion to approve minutes by Russell, seconded by Schenk. Motion carried unanimously.
4. **Data collected from the Police Department regarding the Request to make the alley a one-way for westbound traffic between 15th Street Place and 16th Street and 17th Avenue and 18th Avenue A.** The request to make this alley a one-way for westbound traffic was denied at the Traffic Engineering Committee held on January 4, 2022, but to research why the volume of traffic is high in the eastbound direction. The investigation performed by the Police Department was inconclusive and traffic appears to be residents using as a cut through and not by area business. The majority of vehicles traveling eastbound. Motion by Schenk to make the alley a one-way for eastbound traffic between 15th Street Place and 16th Street and 17th Avenue and 18th Avenue A with the condition to receive feedback from the residents to see if it will create an inconvenience, seconded by Whiting. Motion carried unanimously.
5. **Request to change the stop sign at the intersection of 14th Avenue and 17th Street from north/south traffic on 17th Street to east/west traffic on 14th Avenue.** The Committee discussed the request to change the stop sign at the intersection of 14th Avenue and 17th Street from north/south traffic on 17th Street to east/west traffic on 14th Avenue. Resident is concerned with traffic traveling off 16th Street fast and speeding all the way to the end of 14th Avenue that is a one-way with cars parked along the side and several children in the neighborhood. Sgt. Russell reported one crash in the area in 2019. Committee discussed that the change does not meet the

standards for a four-way stop sign and there might be the same issue with parked cars on 17th Street if the two-way stop sign is changed to the other direction. Motion to deny the request by Whiting, seconded by Regenwether. Motion carried unanimously.

Other: Laura Klauer informed the Committee that the Complete Streets Committee recommended at their meeting held on January 28, 2022, to eliminate the bike path on the west side of the road on 26th Street between 6th and 7th Avenues in order to allow on-street parking for some multi-family homes on that block that currently don't have parking. The bike lane on this side of the street will be removed and sharrows will be added as well as appropriate signage. Motion by Schenk that we approve the recommendation from Complete Streets Committee with regards to the elimination of the bike path on the west side of the road, remove bike lane paintings and replace with sharrows along with sharrow signage, and allow on-street parking, seconded by Whiting. Motion carried unanimously.

Motion to adjourn by Regenwether, seconded by Schenk. Motion carried unanimously. Meeting adjourned at 1:50 p.m.

Respectfully submitted,
Rhonda Bartz
Public Works Executive Coordinator

Moline Police Department
 1640 6th Av
 Moline, IL 61265
Traffic Survey Summary

Location: 1600 blk 18th Av -eb
 Start Date: 1/18/2022
 End Date: 1/26/2022

Zone: Residential
 Start Time: 10:28:18
 End Time: 08:14:56
 Travel Direction: E

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	833	7	2	2	0	1	0	0	0	0	0	0
% of Total	98.57%	0.82%	0.23%	0.23%	0%	0.11%	0%	0%	0%	0%	0%	0%
									Total Vehicles: 845			

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	30	Pace Speed	6 to 15	Speed	30+	40+	50+	Total
#At/Under Limit	845	# in Pace	731	Number	0	0	0	0
# Over Limit	0	% in Pace	86.5%	Percent	0%	0%	0%	0%
Average Speed	10.39	85% Percentile	15					

1/26/2022, 09:05:24

Moline Police Department
 1640 6th Av
 Moline, IL 61265
Traffic Summary Week

Location: 1600 blk 18th Av -eb
 1/19/2022 to 1/25/2022

Zone: Residential
 Travel Direction: E

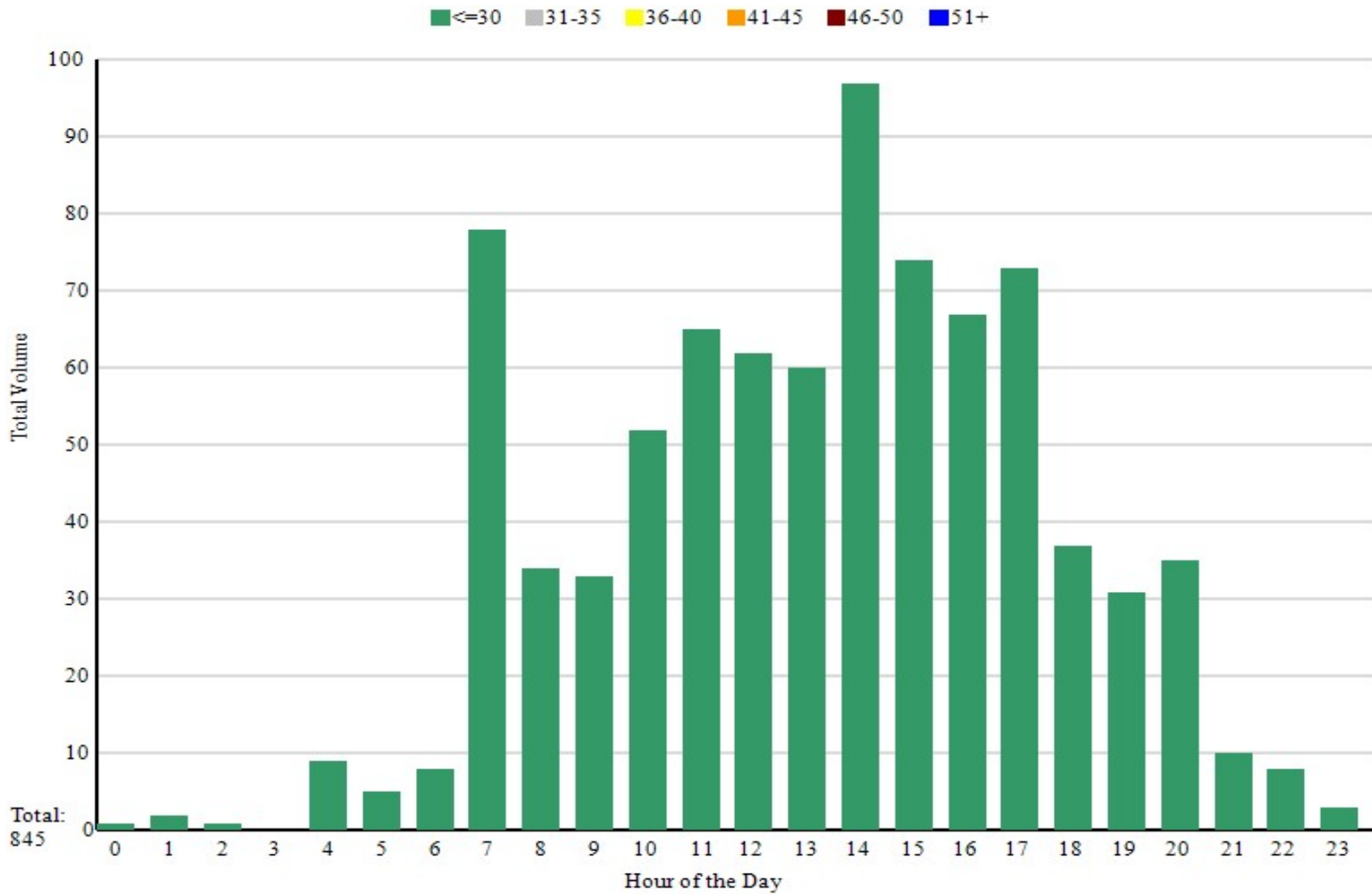
	Wed 19 Jan	Thu 20 Jan	Fri 21 Jan	Sat 22 Jan	Sun 23 Jan	Mon 24 Jan	Tue 25 Jan	Weekday Average	Weekend Average
Midnight	1	0	0	0	0	0	0	0	0
1:00	2	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	1	0	0	0
3:00	0	0	0	0	0	0	0	0	0
4:00	1	2	2	0	0	1	1	1	0
5:00	0	2	0	0	0	2	1	1	0
6:00	0	2	2	2	0	1	1	1	1
7:00	14	10	14	7	1	14	9	12	4
8:00	3	8	7	2	1	6	4	5	1
9:00	7	4	4	3	2	7	6	5	2
10:00	3	8	8	11	8	2	6	5	9
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12:00	9	7	6	8	6	7	6	7	7
13:00	13	5	12	5	5	7	11	9	5
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15:00	6	12	8	7	3	16	12	10	5
16:00	13	6	18	7	4	4	6	9	5
17:00	5	5	8	11	6	11	14	8	8
18:00	3	5	5	2	7	4	3	4	4
19:00	6	2	6	1	2	5	4	4	1
20:00	6	7	4	0	1	5	4	5	0
21:00	3	0	3	0	1	0	1	1	0
22:00	0	0	1	0	0	2	0	0	0
23:00	0	0	0	0	0	0	3	0	0
Totals	112	109	137	81	60	112	116	117	70

Moline Police Department
1640 6th Av
Moline, IL 61265
Speed/Time/Volume Graph

Location: 1600 blk 18th Av -eb
Dates: 1/18/2022 to 1/26/2022

Zone: Residential
Speed Limit: 30 MPH

Travel Direction: E



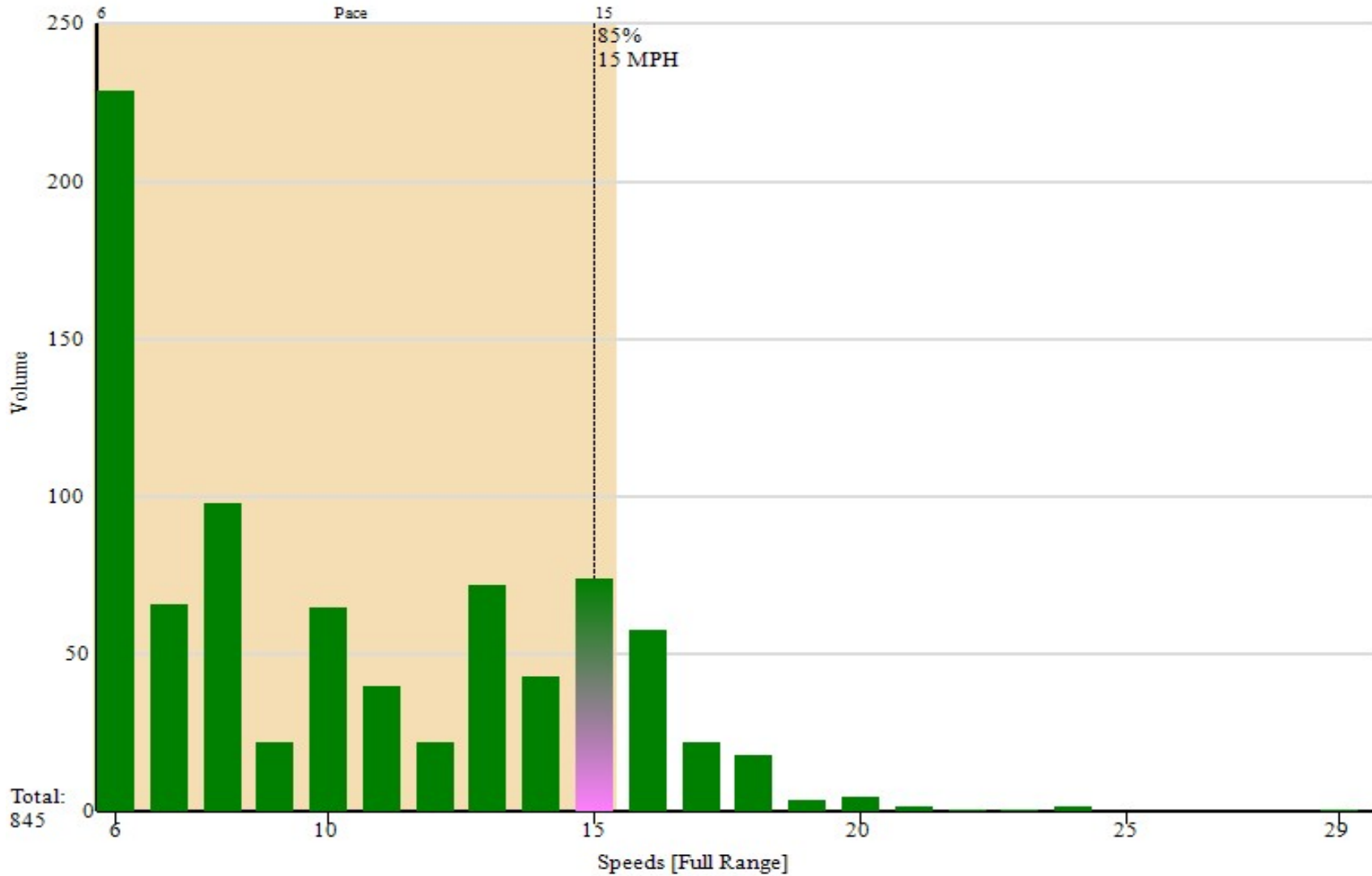
1/26/2022, 09:07:21

Moline Police Department
1640 6th Av
Moline, IL 61265
Speed/Volume Graph

Location: 1600 blk 18th Av -eb
Dates: 1/18/2022 to 1/26/2022
85th Percentile: 15 MPH

Zone: Residential
Speed Limit: 30 MPH
Pace: 6 to 15

Travel Direction: E



1/26/2022, 09:06:33

Moline Police Department
 1640 6th Av
 Moline, IL 61265
Traffic Survey Summary

Location: 1600 blk 18th Av -wb
 Start Date: 1/18/2022
 End Date: 1/26/2022

Zone: Residential
 Start Time: 10:25:18
 End Time: 08:12:09
 Travel Direction: W

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	9163	6	1	0	0	0	0	0	0	0	0	1
% of Total	99.91%	0.06%	0.01%	0%	0%	0%	0%	0%	0%	0%	0%	0.01%
									Total Vehicles: 9171			

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	30	Pace Speed	4 to 13	Speed	30+	40+	50+	Total
#At/Under Limit	9170	# in Pace	8192	Number	0	0	1	1
# Over Limit	1	% in Pace	89.32%	Percent	0%	0%	0.01%	0.01%
Average Speed	8.98	85% Percentile	13					

1/26/2022, 09:23:20

Moline Police Department
 1640 6th Av
 Moline, IL 61265
Traffic Summary Week

Location: 1600 blk 18th Av -wb
 1/19/2022 to 1/25/2022

Zone: Residential
 Travel Direction: W

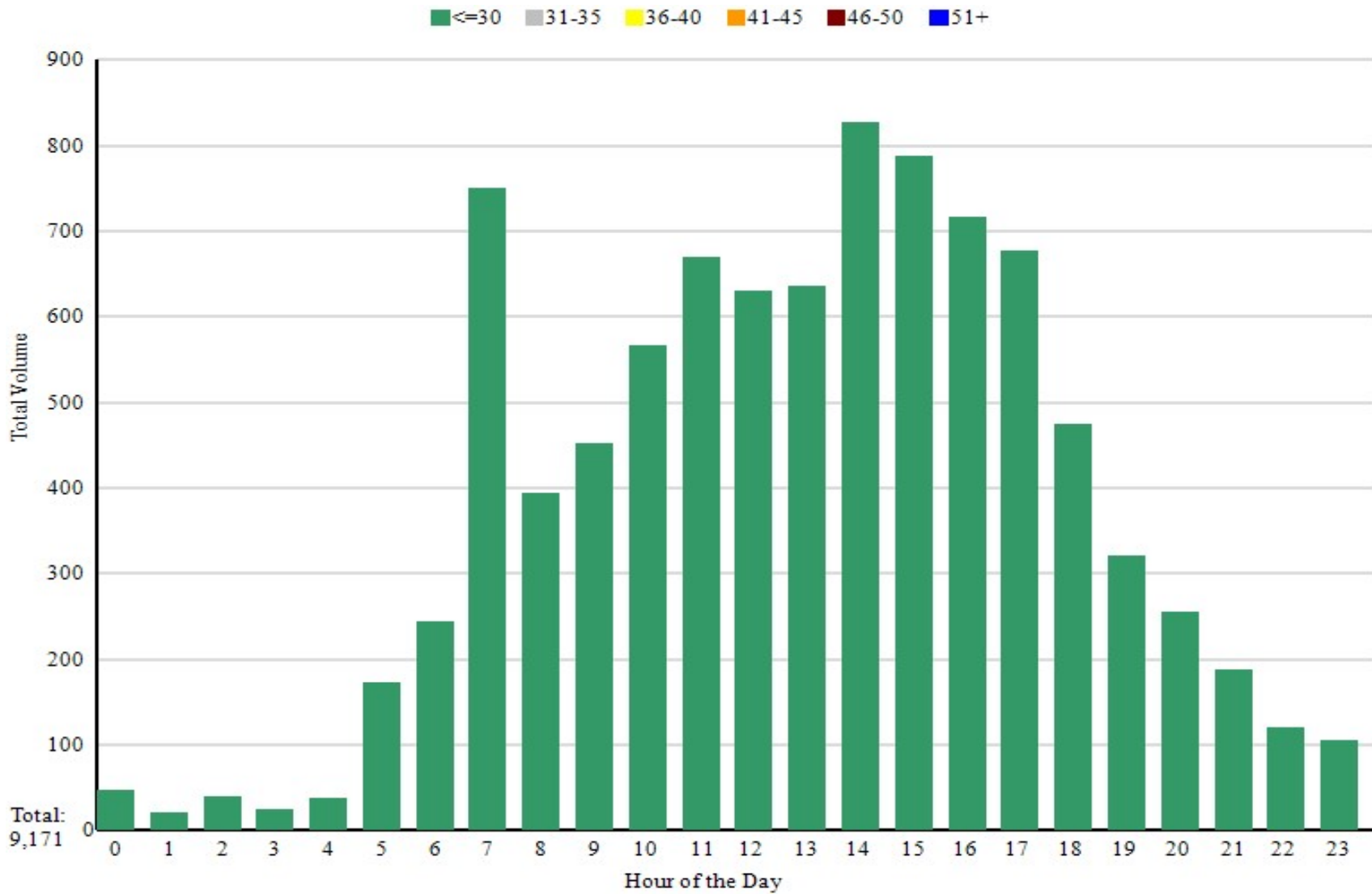
	Wed 19 Jan	Thu 20 Jan	Fri 21 Jan	Sat 22 Jan	Sun 23 Jan	Mon 24 Jan	Tue 25 Jan	Weekday Average	Weekend Average
Midnight	11	5	2	4	12	4	3	5	8
1:00	2	6	1	0	4	5	2	3	2
2:00	6	2	4	7	0	7	8	5	3
3:00	3	3	3	6	1	3	5	3	3
4:00	4	5	6	3	4	5	7	5	3
5:00	23	28	14	8	8	46	22	26	8
6:00	36	36	29	10	6	47	49	39	8
7:00	118	103	99	25	26	171	110	120	25
8:00	57	45	62	55	39	74	56	58	47
9:00	77	62	45	70	71	60	68	62	70
10:00	71	62	73	83	71	74	83	72	77
11:00	74	72	78	87	94	103	65	78	90
12:00	64	64	78	89	78	81	88	75	83
13:00	97	86	85	71	59	65	68	80	65
14:00	95	101	109	76	116	114	98	103	96
15:00	88	103	120	84	46	106	107	104	65
16:00	89	84	82	73	65	99	116	94	69
17:00	72	71	92	63	86	108	88	86	74
18:00	48	60	72	40	42	73	62	63	41
19:00	32	28	61	38	20	44	41	41	29
20:00	31	20	35	40	25	34	30	30	32
21:00	25	17	33	32	20	19	14	21	26
22:00	9	9	21	20	12	13	7	11	16
23:00	9	11	11	28	2	7	22	12	15
Totals	1141	1083	1215	1012	907	1362	1219	1204	959

Moline Police Department
1640 6th Av
Moline, IL 61265
Speed/Time/Volume Graph

Location: 1600 blk 18th Av -wb
Dates: 1/18/2022 to 1/26/2022

Zone: Residential
Speed Limit: 30 MPH

Travel Direction: W



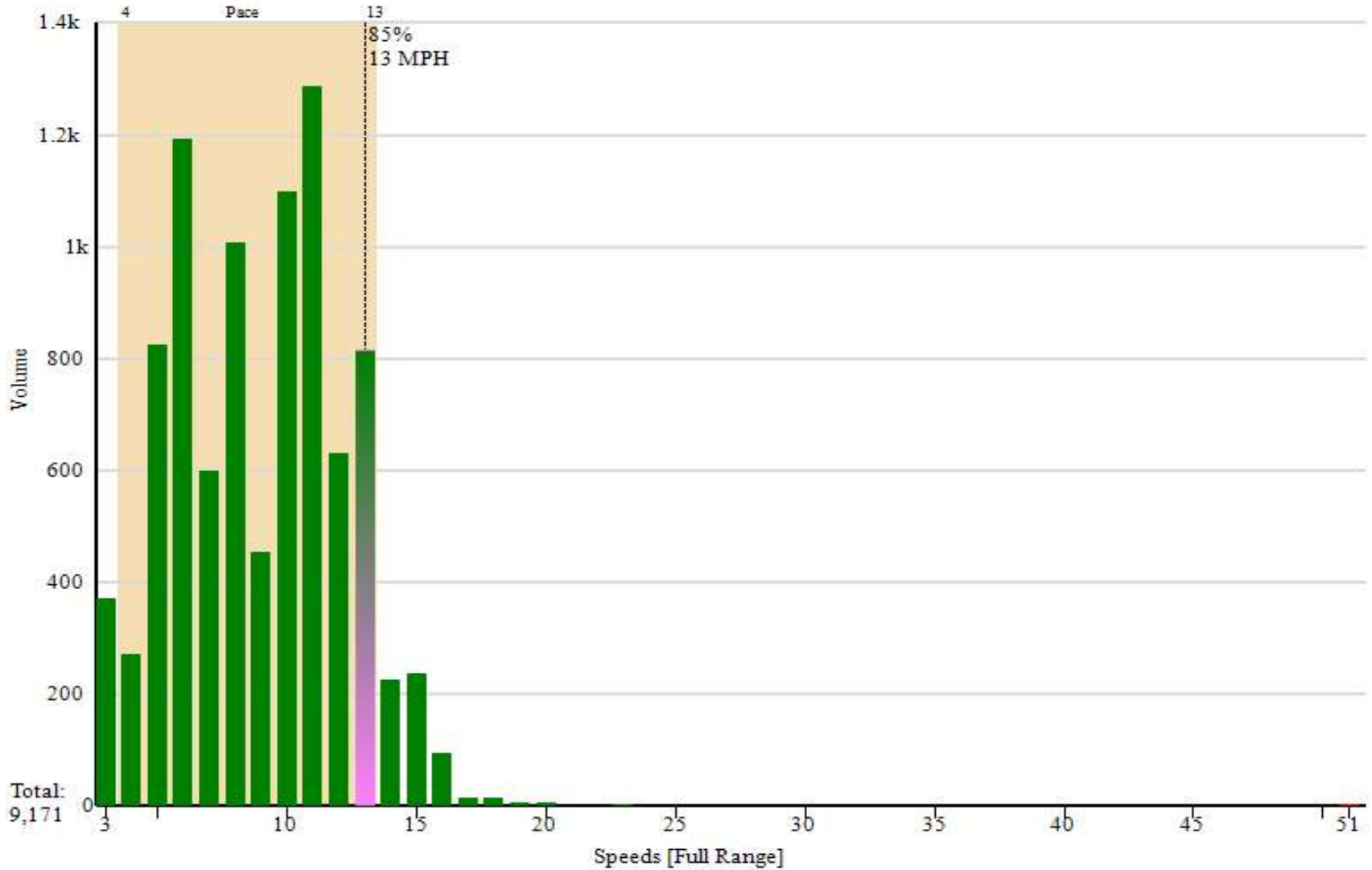
1/26/2022, 09:26:17

Moline Police Department
1640 6th Av
Moline, IL 61265
Speed/Volume Graph

Location: 1600 blk 18th Av -wb
Dates: 1/18/2022 to 1/26/2022
85th Percentile: 13 MPH

Zone: Residential
Speed Limit: 30 MPH
Pace: 4 to 13

Travel Direction: W



1/26/2022, 09:25:33



Date: February 3, 2022

To: Residents along the alley between 17th Ave. & 18th Ave, and 15th St. Pl. and 16th St. in Moline

From: Laura Klauer – Civil Engineer

Re: Proposed one-way alley

Dear Resident or Business Owner,

We want to hear from you! We are seeking your input regarding a proposed change to the alley behind your home/business. A request to change this alley into a one-way was brought before the Traffic Engineering Committee recently. The request cited a large amount of traffic, a narrow roadway, and several near collisions.

The City's Traffic Engineering Committee took a look at the request, collected some data including traffic counts and speeds, and observed traffic on several occasions. The data shows that there is a higher than normal amount of traffic in the alley. Therefore, the Committee did vote to approve the request to turn the alley into a one-way street heading eastbound.

The next step in the process is to bring this matter before City Council, as they have the final say. However, before we do that, we wanted to survey the residents that live/work along the alley to get your thoughts on the matter. We know that this will be an inconvenience in some instances for you, as you will have to enter the alley from 15th Street Place only. However, we hope you will understand your neighbor's request and our recommendation, as this change will help prevent potential collisions, reduce the amount of traffic that uses the alley, and just generally make this alleyway safer.

On the next page, we have included a questionnaire. Please take a few moments and give your input on the proposed changes. For your convenience, a map is included to help explain things.

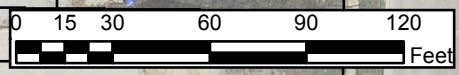
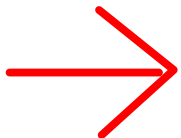
Please call or email if you have any questions. **We would appreciate your responses be returned by Friday, February 18th.**

Thank you for your time,

Laura Klauer, PE
Civil Engineer
309-524-2368
lklauer@moline.il.us
3635 4th Avenue
Moline, IL 61265



**PROPOSED
DIRECTION
OF TRAVEL**



Resident Survey: Potential One-Way Alley, located between 17th Ave. & 18th Ave, and 15th St. Pl. and 16th St.

SUMMARY OF HOUSEHOLDS THAT RESPONDED TO OUR SURVEY:

Households in favor of the proposed change:	1
Households against the proposed change:	1
Total households sent the survey request:	13

Individual Comments from Households:

“There is entirely too much traffic going both ways on the alley which is not wide enough. We have also witnessed and been involved in close call accidents. This needs to be made into a one way before someone gets hurt or causes damage to property.”

“I appreciate the opportunity to share my thoughts. I am against the one-way alley. I’ve lived and parked here for 20 years and usually go west down the alley to 15th. I’ve not had any problems, nor have my children. They’re grown now and learned to drive here. The same with the neighbors of 15+ years and their kids. Anyone new to the neighborhood should have considered this before buying and moving in. Thank you for your time.”
