



MOLINE COMMITTEE-OF-THE-WHOLE AGENDA & COUNCIL AGENDA

Tuesday, June 18, 2024

6:00 PM

City Hall

Council Chambers - 2nd Floor

619 16th Street

Moline, IL 61265

The meeting will be audio or video recorded and made available to the public, as provided by law, at <http://www.moline.il.us/remotecouncil>

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. **Roll Call**

4. **Board Appointments**

Mayor's reappointment of John Knaack to the Moline Park and Recreation Board for a full 5-year term to expire May 31, 2029.

Mayor's reappointment of Bill Abel to the Moline Park and Recreation Board for a full 5-year term to expire May 31, 2029.

Mayor's appointment of Rochelle Carlin-Krueger to the Rock Island County Metropolitan Mass Transit District (MetroLINK) Board of Trustees to fill the unexpired term of Sam McCullum to expire November 30, 2027.

5. **Proclamation**

5.1 [A Proclamation to declare June 19, 2024 as "Juneteenth National Freedom Day"](#)

6. **Public Comment**

7. **Questions on the Agenda**

8. **Committee-of-the-Whole Agenda Items**

8.1 [A Resolution approving the renaming of "East End Park" to "O'Brien Park" in memory of Pat and Cecilia O'Brien.](#)

8.2 [A Resolution authorizing the creation of the position of Facilities Manager, together with any required adjustments to the compensation and classification plan.](#)

- 8.3 A Resolution endorsing the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places.
Suggested Action: This item will also appear on the City Council Agenda on June 18, 2024, under “Items Not on Consent”.
- 8.4 A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.
Suggested Action: This item will also appear on the City Council Agenda on June 18, 2024, under “Items Not on Consent.”
- 8.5 A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute a Memorandum of Understanding between the Rock Island County Drug Court and the Moline Police Department, setting forth the roles and expectations for agency participation.
- 8.6 A Resolution approving the amended 2024 Capital Improvement Plan and the 2025-2027 Capital Improvement Plan as presented during the Roundtable Discussion at the City Council Meeting held on June 11, 2024.
- 8.7 A Resolution authorizing the Mayor and City Clerk to execute and attest to acceptance of a Traffic Signal Easement related to Project #1468, John Deere Seeding Pedestrian Crossing Traffic Signal Installation, 416 and 501 River Drive.
- 8.8 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Finney’s of Moline, LLC dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food in conjunction with “Chillin’ in the Courtyard,” on Saturday, August 10, 2024, and Saturday, September 14, 2024.

9. Informational

- 9.1 Sidewalk Snow Removal Program (Denver Schmitt, Director of Public Works)

10. Council Call to Order

11. Pledge of Allegiance

12. Invocation – Alderperson Castro

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.

- 14.1 Committee-of-the-Whole and Council meeting minutes of June 4, 2024, and appointments made at Committee-of-the-Whole on June 18, 2024.
Suggested Action: Approval

15. Consent Agenda - Second Reading Ordinances

- 15.1 An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by adding Ninth Street, on the east side, from Railroad Avenue south for a distance of 110 feet.
Suggested Action: Approval
- 15.2 An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by adding Thirteenth Street, on the east side, at the 11th Avenue intersection for a distance of 78.5 feet.
Suggested Action: Approval
- 15.3 An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 5 thereof, “ALL-WAY STOP INTERSECTIONS,” by adding Eighth Avenue and Thirty-sixth Street.
Suggested Action: Approval
- 15.4 An Ordinance amending Chapter 25, “PLANNING AND DEVELOPMENT,” of the Moline Code of Ordinances, Section 25-2100, “OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION,” by enacting thereto an amendment to the Comprehensive Plan, Appendix Q, entitled “Avenue of the Cities Corridor Plan, Future Land Use Map,” incorporated therein as a portion of Zone 4 [page 11] (southwest corner of Avenue of the Cities and 44th Street).
Suggested Action: Approval
- 15.5 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, “MAP OF STANDARD ZONING DISTRICTS” (2307 44th Street).
Suggested Action: Approval
- 15.6 An Ordinance amending Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, ARTICLE III, “RETAIL LICENSES,” DIVISION 3, “PRIVILEGES CONFERRED BY VARIOUS CLASSES OF LICENSES,” by enacting a new Section 4-3318 entitled “OPTION 5. PACKAGED SALES FOR OFF PREMISES CONSUMPTION FOR CLASS A LICENSEES,” and consecutively renumbering the remaining Sections of Division 3; and amending ARTICLE III, “RETAIL LICENSES,” DIVISION 2, “LICENSING PROCEDURE,” Section 4-3208, “LICENSE FEES,” by adding fee information for the new Option 5.
Suggested Action: Approval

16. Consent Agenda - Resolutions

- 16.1 A Resolution authorizing a grant to Renew Moline for the amount of \$2,000 from the Special Events Fund to assist in the re-activation of the Historic Block Courtyard space for two “Chillin’ in the Courtyard” events scheduled to take place at the Historic Block Courtyard on Saturday August 10, 2024, and September 14, 2024.
Suggested Action: Approval
- 16.2 A Resolution approving a special event that is sponsored by Tudi’s Tribe for the Gabe’s Gift Memorial 5K & 1-Mile Fun Run event scheduled for Saturday, September 7, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.
Suggested Action: Approval
- 16.3 A Resolution approving a special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 15, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.
Suggested Action: Approval
- 16.4 A Resolution approving a special event that is sponsored by Quad Cities Running Club in conjunction with the TBK Quad Cities Marathon for event setup and 1-mile race post party scheduled for Friday, September 20, 2024 through Saturday, September 21, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.
Suggested Action: Approval
- 16.5 A Resolution authorizing the Mayor and City Clerk to execute and attest to a School Police Liaison Officers Agreement between the City of Moline and the Board of Education of Moline – Coal Valley School District No. 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2024-2025 school year.
Suggested Action: Approval

17. Omnibus Vote

18. Non-Consent Agenda - Resolutions

- 18.1 A Resolution endorsing the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places.
Suggested Action: Approval
- 18.2 A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.
Suggested Action: Approval

18.3 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with General Constructors, Inc. of the Quad Cities, for Project #1436, 70th Street and John Deere Parkway Retaining Wall, for the amount of \$441,630.75.

Suggested Action: Approval

19. Miscellaneous Business

20. Public Comment

21. Executive Session (if necessary)

22. Adjournment of City Council

AGENDA ITEM DETAIL
June 18, 2024

A Proclamation to declare June 19, 2024 as "Juneteenth National Freedom Day"

SUGGESTED ACTION:

ATTACHMENTS: N/A

AGENDA ITEM DETAIL

June 18, 2024

A Resolution approving the renaming of “East End Park” to “O’Brien Park” in memory of Pat and Cecilia O’Brien.

SUGGESTED ACTION:

ATTACHMENTS:

[EXE RES1 Macy - Bob - Renaming East End Park to O'Brien Park - EXP.pdf](#)

[EXE RES1 Macy - Bob - Renaming East End Park to O'Brien Park - CB xg.pdf](#)

A Resolution approving the renaming of “East End Park” to “O’Brien Park” in memory of Pat and Cecilia O’Brien.

Explanation: The City of Moline recognizes the importance of honoring those who have dedicated their lives to public service and have significantly contributed to the community. Pat O'Brien served with distinction as the Alderperson of the 6th Ward in Moline and as a Rock Island County Board Member, dedicating his life to public service and selflessly looking after the best interests of the community for decades. Cecilia O'Brien served as an elected official on the Rock Island County Board and the Moline School Board and was an active member of numerous community organizations including Viva Quad Cities Board, Moline Preservation Society, and Moline Rotary. Cecilia O'Brien passed away on May 12, 2022, and Pat O'Brien passed away on December 10, 2023, leaving behind a legacy of commitment, dedication, and service to the Moline community. It is fitting and proper to honor the memory of Pat O'Brien and Cecilia O'Brien by renaming “East End Park” to “O'Brien Park” as a testament to their lasting impact on the community. The Moline Park Board approved the name change from “East End Park” to “O’Brien Park” at the May 23, 2024, board meeting.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No. _____

Sponsor: _____

A RESOLUTION

APPROVING the renaming of “East End Park” to “O’Brien Park” in memory of Pat and Cecilia O’Brien.

WHEREAS, the City of Moline recognizes the importance of honoring those who have dedicated their lives to public service and have significantly contributed to the community; and

WHEREAS, Pat O’Brien served with distinction as the Alderperson of the 6th Ward in Moline and as a Rock Island County Board Member, dedicating his life to public service and selflessly looking after the best interests of the community for decades; and

WHEREAS, Cecilia O’Brien served as an elected official on the Rock Island County Board and the Moline School Board and was an active member of numerous community organizations including Viva Quad Cities Board, Moline Preservation Society, and Moline Rotary; and

WHEREAS, Cecilia O’Brien passed away on May 12, 2022, and Pat O’Brien passed away on December 10, 2023, leaving behind a legacy of commitment, dedication, and service to the Moline community; and

WHEREAS, it is fitting and proper to honor the memory of Pat O’Brien and Cecilia O’Brien by renaming “East End Park” to “O’Brien Park” as a testament to their lasting impact on the community; and

WHEREAS, the Moline Park Board approved the name change from “East End Park” to “O’Brien Park” at the Park Board meeting held on May 23, 2024.

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

That this Council hereby approves the renaming of “East End Park” to “O’Brien Park” in memory of Pat and Cecilia O’Brien.

CITY OF MOLINE, ILLINOIS

Mayor

July 9, 2024

Date

Passed: July 9, 2024

Minutes Approved: July 23, 2024

Attest: _____

City Clerk

AGENDA ITEM DETAIL

June 18, 2024

A Resolution authorizing the creation of the position of Facilities Manager, together with any required adjustments to the compensation and classification plan.

SUGGESTED ACTION:

ATTACHMENTS:

[HR RES1 Fawn-Leah-Facilities Manager-EXP.pdf](#)

[HR RES1 Fawn-Leah-Facilities Manager-CB x.pdf](#)

[HR RES1 Fawn-Leah-Facilities Manager-ATT.pdf](#)

A Resolution authorizing the creation of the position of Facilities Manager, together with any required adjustments to the compensation and classification plan.

Explanation: The need for a Facilities Manager has been identified by the Director of Public Works. This assessment is based on the increasing demands of managing City facilities efficiently and effectively. A dedicated Facilities Manager will ensure that our City's properties are well-maintained, allowing the City to continue to provide quality services to our residents. The City Administrator and Director of Human Resources have collaborated with the Director of Public Works to define the duties of this new role, ensuring that the responsibilities are clear and tailored to meet the City's specific needs. This careful planning guarantees that the role will be filled by a qualified individual capable of addressing our facilities' current and future challenges.

Staff Recommendation:

Approval

Fiscal Impact:

Budgeted in Fund 447-0851-439.01-01

Council Bill/Resolution No. _____

Sponsor: _____

A RESOLUTION

AUTHORIZING the creation of the position of Facilities Manager, together with any required adjustments to the compensation and classification plan.

WHEREAS, the City of Moline is a home rule unit of local government pursuant to Article VII, Section 6 of the 1970 Illinois Constitution, and it has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Chapter 24, Article II “PERSONNEL CODE,” of the Moline Code of Ordinances provides, in relevant part, for means and manner of hiring and compensating personnel for the City of Moline; and

WHEREAS, pursuant to Section 24-2200, the Director of Public Works has determined that there is a need for a Facilities Manager and, together with the City Administrator, has prepared the description of duties for said position (hereafter the “Facilities Manager”); and

WHEREAS, the City Council concurs in the assessment of the Director of Public Works that the City should create the position of Facilities Manager and hire a qualified person to fill that position.

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

That this Council hereby authorizes the creation of the position of Facilities Manager, together with any required adjustments to the compensation and classification plan.

BE IT FURTHER RESOLVED that the facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby approved as part of this Resolution.

BE IT FURTHER RESOLVED that all ordinances and resolutions, or parts thereof, in conflict with the provisions of this resolution are, to the extent of the conflict, expressly repealed on the effective date of this resolution.

BE IT FURTHER RESOLVED that all provisions of this resolution shall be deemed severable; in the event any provision of this resolution, or any application thereof, shall be found invalid or unenforceable, such finding shall not affect all other provisions of this resolution and all other lawful applications thereof.

BE IT FURTHER RESOLVED that this resolution 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

July 9, 2024

Date

Passed: July 9, 2024

Minutes Approved: July 23, 2024

Attest: _____
City Clerk

JOB TITLE: FACILITIES MANAGER

CHARACTERISTICS OF THE JOB

Under general guidance and direction of the Director of Public Works, manages and coordinates the activities of the Facilities Division within the Public Works Department in support of the policies, goals, and objectives established by the Director of Public Works or designee by performing the following duties personally or through subordinate employees. Work is performed exercising independent judgment within the guidelines of established policies and goals. Work can entail various shifts and days depending upon work demands and weather conditions.

EXAMPLES OF DUTIES Other duties may be assigned.

Plan, schedule, and direct maintenance activities, including City building repair and maintenance, building mechanicals, custodial services, HVAC, and other requests from other City departments. In addition, coordinate and oversee work for contracted services.

Conduct site visits to inspect interior facilities and external properties to ensure proper maintenance, safety, and cleanliness of designated locations.

Project manager for renovations, facility upgrades, and strategic facilities planning.

Prepare and administer maintenance service contracts of all types, as well as complete solicitations for supplies, services and equipment; control supply inventories.

Monitor the status of all facilities maintenance equipment to ensure serviceability.

Assist in the prioritization and make recommendations for facilities capital improvements.

Prepare operational reports, cost analyses, specifications and documentation of progress toward stated goals and objectives of the Facilities Division.

Work collaboratively with other managers to ensure adequate staffing for the City's Leaf Collection Program, City's Snow and Ice Control Plan, parks maintenance activities, and other public works related duties.

Work cooperatively with other City departments to provide uniform and superior customer service to citizens, contractors, and local businesses.

Develop budget estimates based on anticipated needs and administer assigned budgets.

Provide timely, accurate responses to requests for services and information, including periodic reports/budgets.

Recommend hire, transfer, suspend, lay-off, recall, promote, and discharge of employees while also directing, evaluating, coaching, rewarding and disciplining employees.

Develop standardized work procedures consistent with parameters set by the Director of Public Works or designee to improve the efficiency of subordinates.

Ensure that the responsibilities, authorities and accountability of all direct subordinates are defined and understood.

Provide training and work instruction to employees on the work performed, the equipment used and safety procedures.

Promote communication and adequate information flow.

Prepares legal and highly confidential information including information related to collective bargaining. Ensure that all organization activities and operations are carried out in compliance with local, state and federal regulations and laws and conformance to acceptable standards and practices.

Explain, apply and enforce City and departmental policies and labor contract provisions.

Serves as member or represents Department on City/management committees.

REQUIREMENTS

Knowledge, Skills and Abilities

Broad knowledge of facility maintenance operations, custodial services, scheduling and coordination of preventative, repair and maintenance activities; good knowledge of inventory and record keeping, heating, cooling, and control systems, fire suppression systems, alarms, asset management, emergency management, budgeting, supervisory and management methods, and work operations for applicable skilled trades. In addition, knowledge of ADA requirements as it pertains to City facilities.

Excellent skill in public, employee and labor relations and in maintaining effective working relationships; skill and accuracy in preparing payroll, required reports and the annual operating budget; communicating effectively orally and in writing; contract preparation and administration; in organizing, completing and reporting on projects; knowledge in incident command systems, developing and administering related recordkeeping systems; operating Microsoft Outlook, Word and Excel, GIS and accounting software – Central Square Technologies preferred.

Ability to read, analyze and interpret complex documents; respond effectively to sensitive inquiries or complaints; write reports, business correspondence and procedure manuals; effectively present information and respond to questions from groups of supervisors, elected officials, employees and the general public; define problems, collect data, establish facts and draw valid conclusions; interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables; plan, supervise, schedule and direct the work of the maintenance program and subordinates.

Must be able to respond to emergency call-ins within one (1) hour time.

Training and Experience

A Bachelor's degree from an accredited college or university in business administration, public administration, facilities management, construction management, building systems, architecture, or related field with three (3) years of progressively responsible experience in administration of maintenance and repair services for facilities; or any equivalent combination of training and experience that provides the required knowledge, skills and abilities.

Licenses and Certifications

- Valid Illinois Driver’s License or equivalent.
- Certified by the International Facility Management Association with 3 years of hire.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to stand, use hands and fingers to handle or feel, reach with hands and arms, climb or balance and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. The employee is occasionally exposed to outside weather conditions, wet and/or humid conditions, extreme cold and extreme heat. The noise level in the work environment is usually moderate.

Approved:

City Administrator

Date

AGENDA ITEM DETAIL

June 18, 2024

A Resolution endorsing the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places.

SUGGESTED ACTION: This item will also appear on the City Council Agenda on June 18, 2024, under “Items Not on Consent”.

ATTACHMENTS: [CED RES1 Savanna - Foley - Skelly Station National Register Nomination - EXP.pdf](#)
[CED RES1 Savanna - Foley - Skelly Station National Register Nomination - CB.pdf](#)
[CED RES1 Savanna - Foley - Skelly Station National Register Nomination - ATT.pdf](#)

A Resolution endorsing the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places.

Explanation: The Skelly Service Station was designated a Local Historic Landmark in September 2022 by City Council. Earlier this year the Skelly Station has been nominated for inclusion in the National Register of Historic Places. In a letter to the Mayor, the State Historic Preservation Office notified the City that nomination has satisfied National Register standards, and it will be presented to the Illinois Historic Sites Advisory Council on the 28th of June, 2024 for their review. The City of Moline, as a Certified Local Government, has an opportunity to review, comment, and solicit public remarks on the nomination as provided by 36 CFR, Part 61. The Historic Preservation Commission reviewed the nomination at their meeting on the 13th of May, 2024 and is in full support of the nomination. Additional documentation attached.

This item will also appear on the City Council Agenda on June 18, 2024, under “Items Not on Consent” since the nomination will be considered by the Illinois Historic Sites Advisory Council at their June 28, 2024, meeting.

Staff Recommendation: Approval
Fiscal Impact: None

Council Bill/Resolution No.
Sponsor: _____

A RESOLUTION

ENDORSING the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places.

WHEREAS, on April 23, 2024, the State Historic Preservation Office notified the Mayor of the City of Moline, Illinois that the Skelly Service Station, located at 820 5th Avenue has been nominated for inclusion in the National Register of Historic Places; and

WHEREAS, the City of Moline adopted its first Historic Preservation Ordinance on December 17, 1991, and in July of 1994 became a Certified Local Government registered with the Illinois Historic Preservation Office and the U.S. National Park Service; and

WHEREAS, the City of Moline received a petition from Felix and Mary Vallejo requesting designation of the Skelly Service Station, located at 820 5th Avenue, as a local historic landmark; and

WHEREAS, the City Council, upon consideration of the positive recommendation of the Historic Preservation Commission, found that the Skelly Service Station embodies the distinctive characteristics of a type of architecture, is significant in local history, and possesses integrity of design, materials and workmanship, and did ordain and designate the Skelly Service Station as a local historic landmark on September, 20, 2022, Council Bill/Ordinance No. 3023-2022; and

WHEREAS, the Moline Historic Preservation Commission has reviewed the National Register nomination of the Skelly Service Station at and voted unanimously to support said nomination at the Moline Historic Preservation Commission meeting held on May 13, 2024; and

WHEREAS, the State Historic Preservation Office has notified the Mayor of the City of Moline, Illinois that the Skelly Service Station has satisfied the National Register standards for inclusion in the National Register of Historic Places.

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

That the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places is hereby endorsed by the City Council of the City of Moline, Illinois.

BE IT FURTHER RESOLVED that the City Clerk is authorized to transmit this Resolution to the State Historic Preservation Office and the Illinois Historic Sites Advisory Council for their further review of the National Register nomination, scheduled for hearing on June 28, 2024.

CITY OF MOLINE, ILLINOIS

Mayor

June 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____

City Clerk



Illinois
Department of
**Natural
Resources**

JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271
www.dnr.illinois.gov

April 23, 2024

Name of Place: Skelly Service Station
820 5th Avenue

Mayor Sangeetha Rayapati
City of Moline
619 16th Street
Moline, IL 61265
Via Electronic Mail

Dear Mayor Rayapati:

The attached nomination has satisfied the National Register standards for documentation by the State Historic Preservation Office. Before they are presented to the Illinois Historic Sites Advisory Council (IHSAC), however, you as a Certified Local Government have an opportunity to review, comment, and solicit public remarks on the nomination as provided by 36 CFR, Part 61.

By these same regulations, you have the opportunity to advise why the subject place does or does not satisfy the National Register criteria and explain the reasons for the advice. If your written recommendation and that of the Historic Preservation Commission are not received in this office by May 28, 2024, the nomination will automatically be placed on the IHSAC agenda for the June 28, 2024 meeting. Your comments are welcome and a copy of your written remarks will be furnished to the IHSAC with the nomination.

Please contact Andrew Heckenkamp at 217-524-4324 or andrew.heckenkamp@illinois.gov if you have any questions.

Sincerely yours,

Andrew Heckenkamp
National Register Coordinator



Illinois
Department of
**Natural
Resources**

JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271

www.dnr.illinois.gov

May 22, 2024

Sangeetha Rayapati, Mayor
City of Moline
619 16th Street
Moline, IL 61265

Skelly Service Station
820 5th Ave
Moline - Rock Island County

Dear Mayor Rayapati:

This letter is to inform you that the place above is being considered by the Illinois Historic Sites Advisory Council at their June 28, 2024, meeting for nomination to the National Register of Historic Places. The National Register is the Federal government's official list of historic properties worthy of preservation.

- Private property owners have an opportunity to concur in or object to listing in accord with the National Historic Preservation Act and 36 CFR 60.
- If private property owners choose to object to listing, they must send the State Historic Preservation Officer a **notarized** statement to the address below certifying that they are the sole or partial owner of the private property and object to the listing.
- **Each owner or partial owner of private property has one vote** regardless of what part of the property that party owns. If a majority of private property owners object, a property will not be listed; however, the State Historic Preservation Officer shall submit the nomination to the Keeper of the National Register for a determination of the eligibility of the property for listing in the National Register.
- If the property is then determined eligible for listing, although not formally listed, Federal agencies will be required to allow the Advisory Council of Historic Preservation an opportunity to comment before the agency may fund, license, or assist a project which will affect the property.
- Anyone may comment on whether a property should be nominated to the National Register. Comments should be sent to the address below.
- Anyone may attend the Illinois Historic Sites Advisory Council meeting at which the nomination will be considered, when they are in person. Those who require assistance to participate fully in Advisory Council proceedings should contact Andrew Heckenkamp in advance of the meeting so that necessary arrangements can be made.

All questions, including detailed information about the upcoming meeting can be requested at the following email address: andrew.heckenkamp@illinois.gov or phone directly at 217-785-4324

Notarized letters of objection should be sent to:

*Private property owners only

State Historic Preservation Office
Illinois Dept. of Natural Resources
Attn: Andrew Heckenkamp
One Natural Resources Way
Springfield, IL 62702

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. **Place additional certification comments, entries, and narrative items on continuation sheets if needed (NPS Form 10-900a).**

1. Name of Property

historic name Skelly Service Station
other names/site number _____
Name of Multiple Property Listing _____
(Enter "N/A" if property is not part of a multiple property listing)

2. Location

street & number 820 5th Ave n/a not for publication
city or town Moline n/a vicinity
state Illinois county Rock Island zip code 61265

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,
I hereby certify that this ___ nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.
In my opinion, the property ___ meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance: ___ national ___ statewide ___ local
Applicable National Register Criteria: ___ A ___ B ___ C ___ D

Signature of certifying official/Title: Deputy State Historic Preservation Officer Date
Illinois Department of Natural Resources - SHPO

State or Federal agency/bureau or Tribal Government

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

Signature of commenting official Date

Title State or Federal agency/bureau or Tribal Government

4. National Park Service Certification

I hereby certify that this property is:
___ entered in the National Register ___ determined eligible for the National Register
___ determined not eligible for the National Register ___ removed from the National Register
___ other (explain:) _____

Signature of the Keeper Date of Action

Skelly Service Station
Name of Property

Rock Island County, Illinois
County and State

5. Classification

Ownership of Property
(Check as many boxes as apply.)

Category of Property
(Check only **one** box.)

Number of Resources within Property
(Do not include previously listed resources in the count.)

<input checked="" type="checkbox"/>	private
<input type="checkbox"/>	public - Local
<input type="checkbox"/>	public - State
<input type="checkbox"/>	public - Federal

<input checked="" type="checkbox"/>	building(s)
<input type="checkbox"/>	district
<input type="checkbox"/>	site
<input type="checkbox"/>	structure
<input type="checkbox"/>	object

Contributing	Noncontributing	
1		buildings
		site
		structure
		object
1	0	Total

Number of contributing resources previously listed in the National Register
N/A

6. Function or Use

Historic Functions
(Enter categories from instructions.)

COMMERCE/specialty store
TRANSPORTATION/road-related

Current Functions
(Enter categories from instructions.)

SOCIAL/meeting hall, clubhouse

7. Description

Architectural Classification
(Enter categories from instructions.)

LATE 19th AND 20th CENTURY REVIVALS/
Tudor Revival

Materials
(Enter categories from instructions.)

foundation: CONCRETE
walls: STUCCO
WOOD/ half-timbered gables
roof: ASPHALT/ shingle
other: _____

Skelly Service Station

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Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity).

Summary Paragraph

Skelly Service Station, located at 820 5th Avenue, in Moline, Illinois, is an example of a 20th Century Cottage Gas Station building type in the Tudor Revival style. Architecturally the L-shape allowed the building to sit more coherently in its suburban setting. The one-story building contains four steeply pitched gables and a smaller gabled dormer. The dormer and three of the four gables have false half-timbers. The northwest corner of the property's lot is located at the corner of 8th Street and 5th Avenue, along IL 92. The property is in excellent condition. Along with updates since 2018, it contains many of its original construction materials and decorative elements.

Narrative Description

GENERAL DESCRIPTION

Skelly Service Station embodies significant characteristics true to its 1930s origin. The exterior is primarily made of stucco that has been painted white and the gables are trimmed with half-timbered boards painted red. The gable-ell roof is clad with asphalt shingles. Original red clay brickwork lines the bottom eighth of the north and east elevations where the facade meets the ground to create a brick base surround. It sits on a concrete foundation. When the original building was constructed in 1932, it had rectangular footprint and measured 14 feet by 15 feet. In 1938, a service bay with dimensions of 26 feet by 14 feet was added on to the western elevation, which created its current L-shaped plan. The addition added 3 gables which enhanced the Tudor Revival aesthetic.

SETTING

The property is situated at the southeast corner of 5th Avenue (IL 92) and 8th Street. The area is an older, largely residential neighborhood, located just 4 blocks from the western edge of the Moline Downtown Commercial Historic District, which was officially placed on the National Register of Historic Places on August 30, 2007. The placement of the building sits back from the road about 25 feet and is cut into the hillside which allows vehicles to drive onto the property from either 5th Avenue or 8th Street for service. A retaining wall painted with a decorative mural runs along the eastern property line. The building has two primary facades, but access to the entrance is located on the north elevation, which faces 5th Avenue. It is set back about 25 feet from the street. A sidewalk runs along 5th and 8th Street, with a 9-foot right of way from the street. Between the sidewalk along 5th Avenue and the building is trapezoidal-shaped parking lot, measuring approximately 25 feet deep and 46 feet at its longest point. The area of the lot located along front of the building to the sidewalk, approximately 29 feet long and 15 feet deep, is raised about one foot, with slight inclines on the east and west sides. The west elevation is set back about 14 feet from 8th Street. The sloped lot on the western property line has a masonry retaining wall with masonry steps at the juncture of the building's west and south elevations.

FRONT ELEVATION

The front, or north, elevation has a high-pitched gabled dormer on the east and a gable end on the west. Both have the Skelly Logo in the diamond-shaped windows directly beneath the eave's peak. These are illuminated by vintage porcelain enamel 18-inch industrial gas station light fixtures. The false timbering,

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characteristic of Tudor Revival architecture is comprised of 1' x 5" wood boards and painted red, the Skelly brand colors. Below the east dormer is the building's entrance, a three paneled door with glazing in the upper half. A double-sash window is on either side of the door. A third double-sash window is located directly beneath the west dormer.

The west elevation runs perpendicular to the north elevation. The gable end is in the northwest corner and has the same logo and false half timbers as the gables on the front elevation. The horizontal trim on the bottom of the half timbering extends across the elevation, creating a frieze board. The hillside is visible on this elevation, and the southwest corner cuts into the slope.

Only the gable end and a small part of the wall on the southwest corner is exposed on the south elevation. The gable end has no ornamentation except for the fascia board, which is painted red. Remnants of the chimney stack, which is capped off is at grade. The vent pipe is on the west slope of the gable end. The remainder of the elevation is built into the hillside. Another vent pipe is on the slope of the gable that runs east/west, near the northeast corner.

The east elevation is a gable end with false timbers in the same style as the front and west elevation. The only difference is the Skelly logo is not present in the diamond-shaped panel.

INTERIOR

The interior floorplan is largely open and comprised of the sales room, restroom, former service bay and The walls are a mixture of plaster, exposed brick, and exposed structural clay tile. The floors are concrete except for in the service bay, where they are brick.

The service area or sales room is in the northeast corner of the building and measures 14' deep x and 16' wide. A 5' x 7' restroom was added in the southeast corner of the room. It is constructed of horizontal, unpainted wood planks and has a white-painted, slab door. The north wall is plastered, with wood trim around the windows and door; the back or south wall is exposed clay structural tile. The east wall has no openings. The west wall has two doorways into the service bay, one on either side of a stub wall. The northernmost opening has wood trim and a five-paneled wood door. The southernmost opening has no exterior trim or door, only a head jamb and side jambs.

The former service bay is 13' wide x 25' deep. The ceiling is sloped at the roof/wall juncture. The brick floor is laid in a basketweave pattern. The north wall was where the garage door was located. It has since been enclosed with concrete blocks and has a double-sash window with wood trim in the center. Above the former opening, a single course of core hole bricks laid in a shiner bond, followed by the original brick wall laid in a stretcher bond. The entire wall is painted white.

The lower half of the west wall is plaster and the upper half is exposed, unpainted brick in a stretcher bond. In the center of the wall is a window opening that has been boarded over. At the roof wall juncture of the north wall, a single course of header brick tops five rows of stretcher bond. The course is partially continued onto the west wall. The chimney stack, which is flush against the wall, is partially exposed.

The east wall has two doorways into the sales room and a larger opening near the southeast corner that opens onto a small nook (6' x 6'). The walls between the opening and the doorway have brick wainscoting.

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INTEGRITY

Skelly Service Station has sufficient integrity for listing in the National Register of Historic Places as it possesses the significant features that identify it as a Cottage Gas Station. The most significant alteration was the 1938 addition which considerably increased the size of the original 1932 footprint. (See Figure 4 for an example of a Skelly Station similar to the 1932 building.) The addition was made by the Skelly Oil Company, is in keeping with the Cottage Gas Station type, and is included in the period of significance. At some point, after Skelly sold the property, the service bay was enclosed. While the enclosure of the bay is a non-contributing alteration, it does not adversely impact the design of this cottage gas station type, which was designed to blend into residential neighborhoods.

The building changed hands over time and eventually fell into disrepair (Figure 3). The current owners, who purchased the property in 2017, began renovation in 2018. All updates were made in consideration of the original design and function of the building.

EXTERIOR The roof was re-shingled in blue architecture shingles in recognition of the Skelly brand colors. The Skelly logo was painted on three of the four diamond-shaped windows. The front north door has been replaced with a wooden door salvaged from a home built in 1900. All three of the north-facing windows were deteriorated and replaced with new wood cased windows. In addition, a concrete driveway was poured.

INTERIOR | New water service lines were installed to the building and fresh plumbing was installed throughout the interior. A half bath was constructed in its original location at the southeast boundary of the building. Electrical service has been updated and brought to code. Heating and air conditioning have been installed via the installation of two mini-splits. The service bay room's floor was restored. The floor was laid with 1,100 Purington Bricks manufactured in Galesburg IL. All bricks were lifted, cleaned, re-laid, mortared, and sealed to preserve their aesthetic appeal. The brick walls of the service bay were stripped of multiple layers of paint and sealed to expose and preserve their original color and texture. Cracks and holes in the ceiling have been repaired and plastered. Likewise, the cement floor in the original 14' x 15' sales/office room has been exposed, repaired, and sealed.

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8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory or history.

Areas of Significance

(Enter categories from instructions.)

ARCHITECTURE

Period of Significance

1932;1938

Significant Dates

N/A

Significant Person

(Complete only if Criterion B is marked above.)
N/A

Cultural Affiliation (if applicable)

N/A

Architect/Builder

Unknown

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- A Owned by a religious institution or used for religious purposes.
- B removed from its original location.
- C a birthplace or grave.
- D a cemetery.
- E a reconstructed building, object, or structure.
- F a commemorative property.
- G less than 50 years old or achieving significance within the past 50 years.

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Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations).

The Skelly Oil Gas Station in Moline, IL is eligible for listing in the National Register of Historic Places under Criteria C, as an important example of the Cottage Gas Station building type. The period of significance is 1932, the date of the original 14' x 15' station, and 1938, when the 26' x 14' service bay was constructed. This property has sufficient integrity for listing as it continues to embody the distinct characteristics of the building type during the time periods in which it was constructed and enlarged.

Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

Cottage Type Gas Stations

As described by the Smithsonian National Museum of American History, "Before there were filling stations, consumers bought gasoline out of a barrel at the grocery or hardware store, pharmacy, or blacksmith shops. The new market for gas and consumer desire to buy gas led to a landscape dotted with gas stations." At that time, most people deemed gas stations as dirty fire hazards and did not want them near their residences or offices.¹ Gas pumps were often located along curbs so drivers could just pull over and fill up. This practice proved to be a traffic hazard, so local governments enacted ordinances that regulated their placement. This led to the first drive-in facilities but their gas stations were indistinct --strictly utilitarian in design and lacked aesthetic appeal. Often, they consisted of a shelter placed next to the pumps and were relegated to roadsides away from neighborhoods.²

As filling stations evolved, they became more than a place to refuel; they offered free air, water, crankcase service, and tire and tube service. Each station had a manager (owner) and attendants to refuel and facilitate needed repairs. In addition, filling stations helped shape American travel, selling the first commercial road maps in the United States. The change in service and structural positioning of the buildings changed retail and travel in the United States. Filling stations were the first commercial buildings to be set back from the street. The design accommodated consumers without disrupting street traffic which became a model that has come to dominate American retail.

American consumers' acceptance of filling stations began when to the Pure Oil Company developed a chain of gas stations in the English Cottage, or Tudor Revival style. By producing a standardized design for their gas stations that was visibly attractive, the company was able to increase their recognition and appeal to the tastes of middle- and upper-class Americans.³ The design, created in 1925 by Pure Oil's Chief Engineer of Marketing, Carl August Peterson, was so well-liked that the company used it for nearly 30 years. Other gas companies followed suit, designing gas stations that were compatible with their surroundings. The Tudor Revival or English Cottage styles were perhaps the most popular but Colonial and Spanish Revival styles were also represented. This practice of transforming stations into domestic abodes coincided with the City Beautiful

¹ "The English Cottage Gas Station that Has a Story to Tell in Cape Charles," *Secrets of the Eastern Shore*, December 5, 2014. <https://www.secretsoftheeasternshore.com/wondrous-2-cape-charles-gas-station/>, accessed 3/15/2024.

² William Kaszynski, *The American Highway: The History and Culture of Roads in the United States*, p. 65.

³ Pure Oil Station, National Register Nomination, Geneva, Kane County, Illinois, NR reference # 13000186, p. 7.

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Movement in which urban areas were being enhanced by parks, boulevards and other monumental developments.⁴

Common characteristics of cottage type gas stations include high-pitched, side gabled roofs with gabled entries, square or rectangular office plan, office windows with multiple lights, and large chimneys used solely for decoration. Half-timbering was often used in stations with Tudor Revival influences.⁵

Skelly Oil Company

Skelly Oil Company was one of several companies that trademarked its design of a cottage type gas station. Skelly was a medium-sized oil company founded in 1919 by William Grove (Bill) Skelly, Chesley Coleman Herndon and Frederick A. Pielsticker in Tulsa, Oklahoma. J. Paul Getty acquired control of the company during the 1930s. It became defunct when fully absorbed by Getty Oil Company in 1974, and the disused Skelly brand logo was revived by Nimmons-Joliet Development Corp. in 2012. Throughout the years Skelly Oil Company became known for its development of truck stops along interstates, its exploration and reproduction, fabrication, and distribution networking. It was a leader in offshore drilling and a pioneer in helping women establish credit.

Skelly Service Station, Moline

The Skelly Service Station is important as the only remaining Tudor Revival cottage type gas station in Moline. Its most identifiable characteristic is its steeply pitched gables with half-timbering. While no similar stations were identified in the city, there are two known remaining Skelly Stations in Moline. Both were built in 1938 and are examples of oblong box gas stations (Figure 5). This type, which was developed in the mid-1930s -- after the cottage and canopy stations, -- was more industrial in design and incorporated the different parts of the gas station into one unit, thus its oblong shape.⁶ The one at 2041 6th street is currently a restaurant and has been significantly altered. The other is an auto repair shop at 2100 5th avenue which still retains its original form and has Art Moderne/Deco influences. The adjacent city of Rock Island, directly west of Moline, does have an extant Skelly Service Station at 3801 14th Avenue. It has the front-facing gable and Tudor Revival influences seen in the Moline example. While it could be categorized as a cottage type station, it is a later version (1945) and does show influences of the oblong box type. (Figure 6)

Historical Context

Per the city of Moline's website, "The City of Moline was incorporated in April 1872. Then, Moline's main downtown commercial business district was located near factories that lined the Mississippi, in the area between the railroad tracks and the river. It had developed primarily along 3rd Avenue between 15th Street and 18th Street with brick Italianate two and three-story commercial buildings, taverns, theaters, and hotels lining the avenue. However, the railroad tracks that carried 75 trains per day by 1895 separated most residents from that commercial district.

By the turn of the century, many businesses began relocating south of the tracks. At first, they lined up along 15th Street, which carried the trolley line extending up the hill to the rapidly growing residential districts. Then,

⁴ Kaszynski, p. 65.

⁵ "Cottage Gas Station," *Colorado's Historic Architecture & Engineering Guide*, <https://www.historycolorado.org/cottage-gas-station>, accessed March 15, 2024.

⁶ "Oblong Box Gas Station," *Colorado's Historic Architecture & Engineering Guide*, <https://www.historycolorado.org/cottage-gas-station>, accessed March 15, 2024.

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during the 1910s, several large commercial buildings were built along 5th Avenue, establishing that street as the primary axis of a new downtown. In the process, dozens of stately homes that graced those avenues were replaced by commercial buildings.”

By the 1930's, the City of Moline's auto population had grown along with the number of auto dealerships located in the downtown area. In response to this growth, filling stations were built at the edges of downtown. An article from the *Dispatch* on Saturday, December 31, 1932, reported that fifty-nine filling stations were licensed in Moline in 1932. The nominated building is the only Tudor Revival cottage type station that remains intact in the City of Moline, IL.

Below is a brief historical account of the nominated buildings tenants. All of which contributed to the sustainability of the building's historical integrity, as no structural changes were made since the permitted addition in 1938.

1932	August 2	Wallace Mitchell Skelly Moline City Council announced approval of permits for a gas station to be built at the southeast corner of 8th St and 5th Ave intersection in Moline, IL.
1932	August 2,	Wallace Mitchell started leasing gas from Davenport, Iowa Tank Station.
1937	July 3,	Skelly Station leased to H.W. Grimm
1938	November 5	Permit for addition of service bay
1941	March 1,	Skelly Station leased to Helander
1942	April 3,	Skelly Station leased to Juels Service Station
1944	November	Public sale of oil station to the Estate of Anne & Ladette Lewis
1945	November 24	Skelly station leased to Koetz
1951	September 12	Ad for Lease in newspaper'
1958	July 5	A-1 Heating and Filter Service (No longer served as a gas station)
1962	October 6	Coynas Auto Service Leased
1966	February 15	Junior Achievement held the record for office space.
1978	June 1	Sam Brereton purchased property.
2017	October 1	Felix & Mary Vallejo purchased and began preservation of property.

Conclusion

The Skelly Service Station is important as the only remaining Tudor Revival cottage type gas station in Moline. This type was a corporate trademark of Skelly Oil Company and was used throughout the country. The station is important to the community and was listed as a City of Moline Historical Landmark on August 20, 2022. It has sufficient integrity for listing in the National Register of Historic Places.

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9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

Annual Average Daily Traffic. ArcGIS web application. (n.d.). Retrieved April 23, 2023, IL Department of Transportation, from [ArcGIS Web Application](#)

Eschner, K. (2017, December 1). A short picture history of gas stations. Smithsonian Magazine. Retrieved April 29, 2023, from <https://www.smithsonianmag.com/smart-news/short-picture-history-gas-stations-180967337/>

Government Websites by Civic Plus. (2022, September 20). Council Bill/general ordinance no. 3023-2022 an ordinance designating ... City of Moline. Retrieved May 7, 2023, from <https://www.moline.il.us/DocumentCenter/View/11152/3023-2022>

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Sanborn Fire Insurance Map, Moline Rock Island County, Illinois. Sanborn Map Company, 1912 - 1957; Vol. 1 Republished, 1957. Library of Congress, Geography and Map Division Washington, D.C. <http://hdl.loc.gov/loc.gmd/g4104mm.g02018195701>

Skelly Oil Co. Moline History (n.d.). Dispatch. Retrieved from <https://www.newspapers.com/>.

Smithsonian . (2019, April 15). *Fill 'er up!* National Museum of American History. Retrieved April 29, 2023, from <https://americanhistory.si.edu/america-on-the-move/fill-up>

Wikimedia Foundation. (2022, February 9). *Skelly Oil*. Wikipedia. Retrieved April 29, 2023, from https://en.wikipedia.org/wiki/Skelly_Oil

Previous documentation on file (NPS):

preliminary determination of individual listing (36 CFR 67 has been requested)
 previously listed in the National Register
 previously determined eligible by the National Register
 designated a National Historic Landmark
 recorded by Historic American Buildings Survey # _____
 recorded by Historic American Engineering Record # _____
 recorded by Historic American Landscape Survey # _____

Primary location of additional data:

State Historic Preservation Office
 Other State agency
 Federal agency
 Local government
 University
 Other
Name of repository: Rock Island County Court House, Rock Island County Historical Society

Historic Resources Survey Number (if assigned):

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10. Geographical Data

Acreage of Property Less than one acre
(Do not include previously listed resource acreage; enter "Less than one" if the acreage is .99 or less)

Latitude/Longitude Coordinates
Datum if other than WGS84: _____
(enter coordinates to 6 decimal places)

1	<u>41.504043°</u> Latitude	<u>-90.525492°</u> Longitude	3	_____ Latitude	_____ Longitude
2	_____ Latitude	_____ Longitude	4	_____ Latitude	_____ Longitude

Verbal Boundary Description (Describe the boundaries of the property.)

The four lines make up the exterior boundaries of the property.

Parcel Number 08-32-316-001
Sheet 15
Lot: W 9' of N 110' LOT 6, N 110' Lot 7 Block 12 Prospect Parks Addn.

Two Intersecting stone walls mark the south and east boundaries. Two intersecting streets mark the north and west boundaries of the property.

Boundary Justification (Explain why the boundaries were selected.)

The boundary includes the building and the lot historically associated with it.

11. Form Prepared By

name/title	<u>Ursula Miniter, Engagement Specialist, with Barbara Sandberg and Joyce McKay</u>	date	<u>05/16/2023</u>
organization	<u>Royal Neighbors of America</u>	telephone	<u>309-235-9179</u>
street & number	<u>211 Fernwood Ave</u>	email	<u>ursulaminiter@gmail.com</u>
city or town	<u>Davenport</u>	state	<u>IA</u> zip code <u>52803</u>

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Additional Documentation

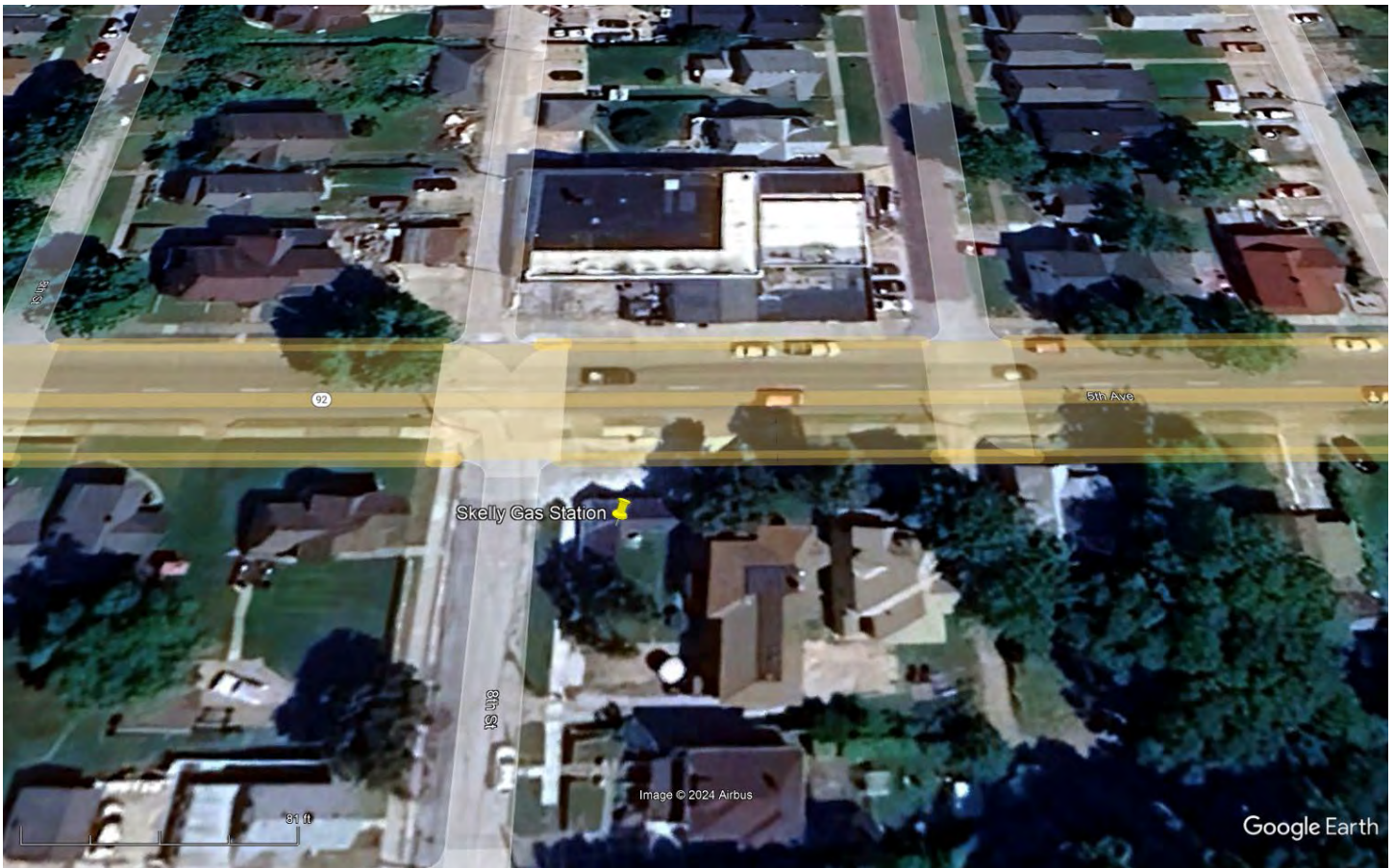
Submit the following items with the completed form:

- **GIS Location Map (Google Earth or BING)**
- **Local Location Map**
- **Site Plan**
- **Floor Plans (As Applicable)**
- **Photo Location Map** (Include for historic districts and properties having large acreage or numerous resources. Key all photographs to this map and insert immediately after the photo log and before the list of figures).

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• **GIS Location Map (Google Earth)**

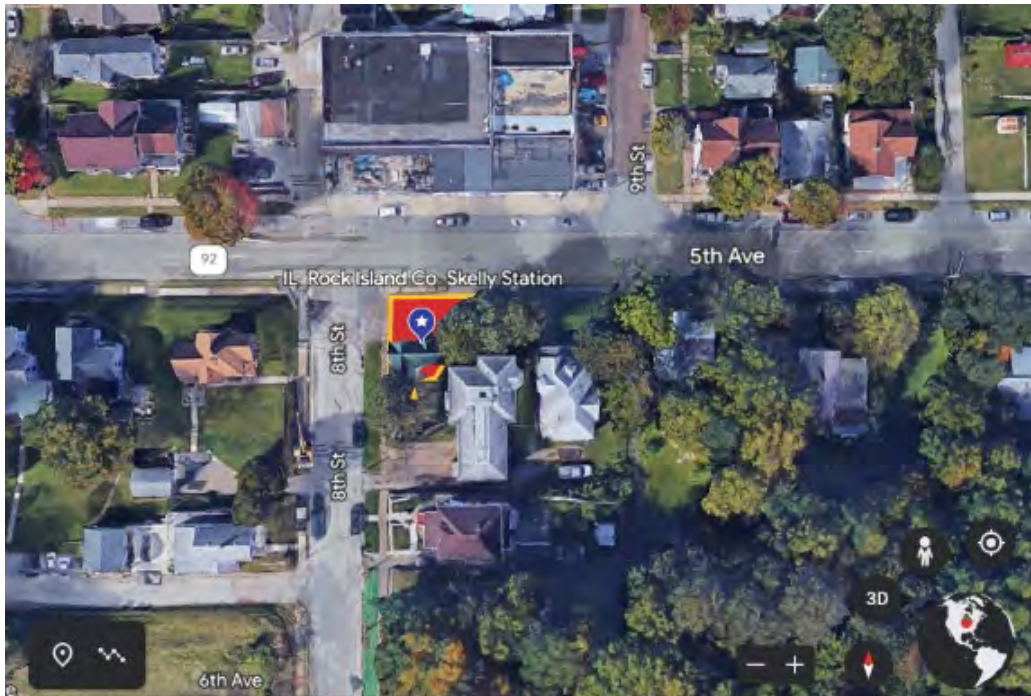


**Skelly Service Station, 820 S. 5th Avenue
Moline, Rock Island County
Latitude 41.504043°, Longitude -90.525492°**

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● **Local Location Map**



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- **Site (property boundary outlined in yellow)**

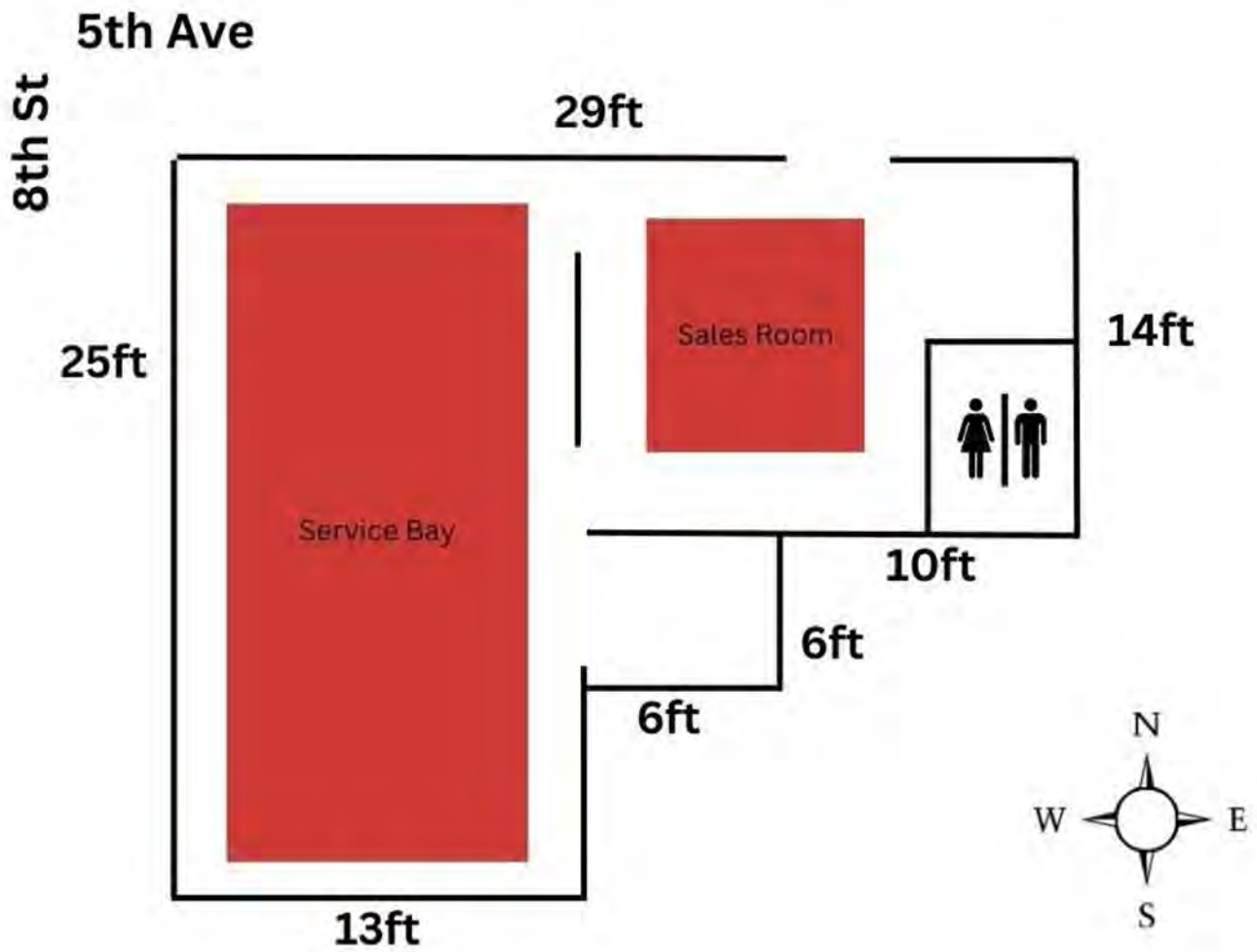


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• **Floor Plans (As Applicable)**

Skelly Station Site Plan 820 5th Avenue Moline, IL 61265



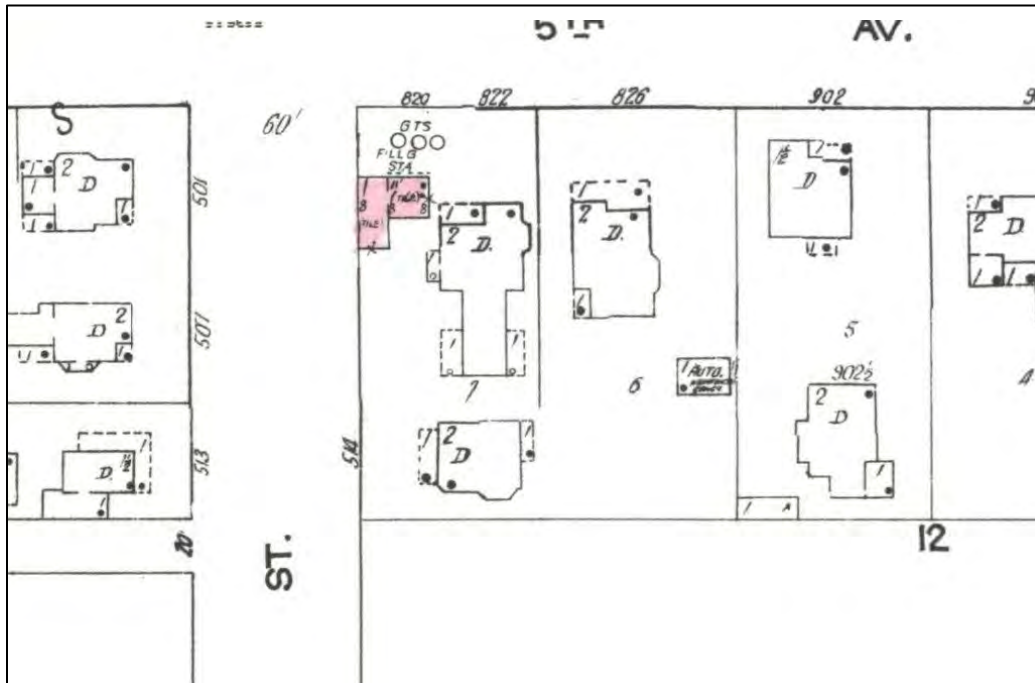
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List of Figures

(Resize, compact, and paste images of maps and historic documents in this section. Place captions, with figure numbers above each image. Orient maps so that north is at the top of the page, all documents should be inserted with the top toward the top of the page.)

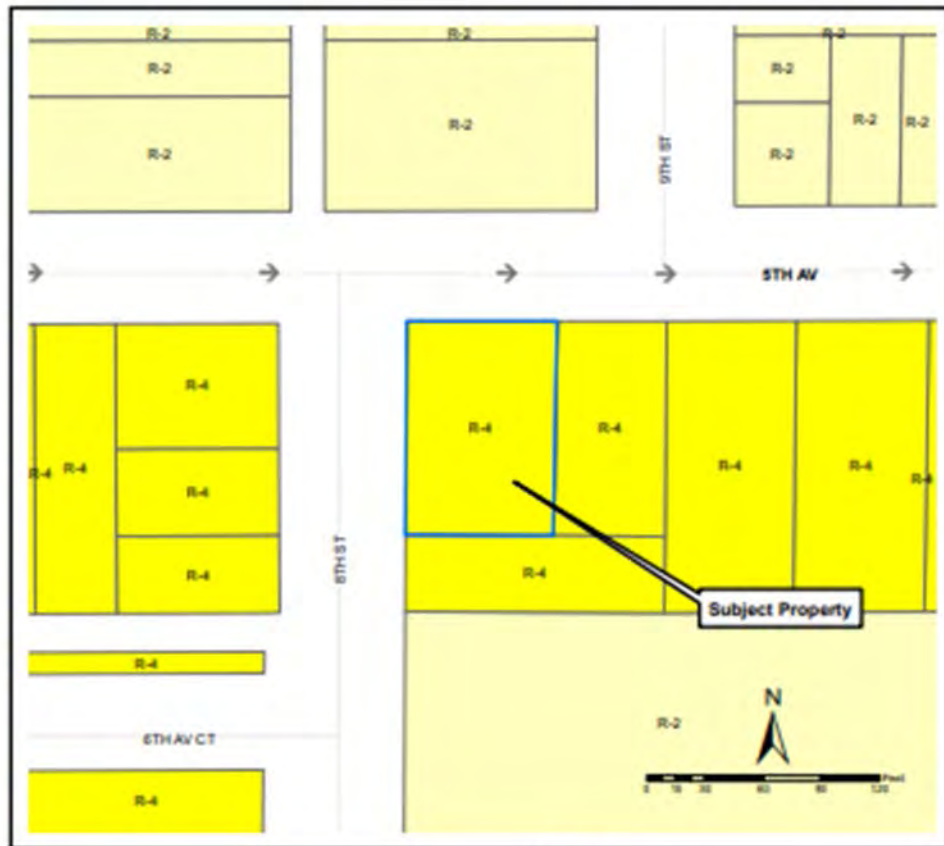
Figure 1: Skelly Service Station (pink), Sanborn Fire Insurance Map, Moline Rock Island County, Illinois.



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Figure 2: Local Zoning Map showing location of Skelly Service Station



**2022-04-HPC
 LANDMARK DESIGNATION REVIEW**

Property PIN: 08-32-316-001
 Property Address: 820 5th Avenue
 Parcel-area size: 8250 sq. ft. (0.18 acres)
 Zoning: *R-4* 1 to 6 Family Dwelling District

Request: To designate property as a Local Landmark

HISTORIC PRESERVATION COMMISSION: 2022 JUNE 13th
 Map: Community and Economic Development Department

ZONING	
[Light Yellow Box]	*R-2* One-Family Residence District
[Light Yellow Box with Diagonal Lines]	*R-2* PUD One-Family Residence
[Yellow Box]	*R-4* One to Six Family Dwelling District
[Light Orange Box]	*R-6* Multi-Family Residence District
[Light Orange Box with Diagonal Lines]	*R-6* PUD Multi-Family Residence District Planned Unit Development
[Light Green Box]	*R-1* Mobile Home Park District
[Light Blue Box]	*B-1* Neighborhood Business District
[Light Blue Box with Diagonal Lines]	*B-2* Central Business District
[Light Blue Box with Diagonal Lines]	*B-3* Community Business District
[Light Blue Box with Diagonal Lines]	*B-3* PUD Community Business District
[Light Blue Box with Diagonal Lines]	*B-4* Highway/Interstate Business District
[Light Blue Box with Diagonal Lines]	*B-4* PUD Highway/Interstate Business District Planned Unit Development
[Light Purple Box]	*I-1* Light Industrial District
[Light Purple Box]	*I-2* General Industrial District
[Light Purple Box]	*NC* Neighborhood Center District
[Light Purple Box]	*O-1* Office District
[Light Purple Box]	*ORT* Office/Research Park and Technology District
[Light Green Box]	*AG-2* General Agricultural District
[Light Green Box]	*C-2* Commercial District

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Figure 3. Skelly Service Station prior to renovation.



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Figure 4. Skelly Service Station Cottage Type with rear addition (Lebo, Kansas).



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Figure 5. Former Skelly Service Stations in Moline. 2041 16th Street (above), 2100 5th Avenue (below)



2100 5th Avenue, Moline, IL



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Figure 6. Former Skelly Service Station, 3801 14th Avenue, Rock Island.



Skelly Service Station
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Photographs:

Submit clear and descriptive photographs. The size of each image must be 3000x2000 pixels, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log	Skelly Station, 820 5th Ave, Moline, IL. Photo Log		
Name of Property:	Skelly Station		
City or Vicinity:	Moline		
County:	Rock Island Co.	State:	IL
Photographer:	Ursula Minitier		
Date Photographed:	May 29, 2023		

Description of Photograph(s) and number, include description of view indicating direction of camera:

- Photo 1 of 11:** North Facade: view from 5th Avenue, camera facing south.
- Photo 2 of 11:** West Facade, view from 8th St, camera facing east.
- Photo 3 of 11:** South facade, camera facing north.
- Photo 4 of 11:** East facade, camera facing west.
- Photo 5 of 11:** Front entrance, 1900 door, City of Moline Landmark Plaque, camera facing south.
- Photo 6 of 11:** Kewanee Safe, interior, attached to concrete by I-beam, camera facing north-east corner of building.
- Photo 7 of 11:** 1952 Tokheim Gas Pump, located at center of interior, camera facing southwest.
- Photo 8 of 11:** Service bay Ceiling repair, Original light fixture locations remain, camera facing south.
- Photo 9 of 11:** Restored Purington Bricks in service bay.
- Photo 10 of 11:** View from interior of enclosed service bay door opening, camera facing north.
- Photo 11 of 11:** Constructed Restroom, camera facing southeast corner

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington,

Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 1 of 11: North Facade: view from 5th Avenue, camera facing south.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 2 of 11: West Facade, view from 8th St, camera facing east.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 3 of 11: South facade, camera facing north.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 4 of 11: East facade, camera facing west.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 5 of 11: Front entrance, 1900 door, City of Moline Landmark Plaque, camera facing south.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 6 of 11: Kewanee Safe, interior, attached to concrete by I-beam, camera facing north-east corner of building.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 7 of 11: 1952 Tokheim Gas Pump, located at center of interior, camera facing southwest.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 8 of 11: Service bay Ceiling repair, Original light fixture locations remain, camera facing south.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 9 of 11: Restored Purington Bricks in service bay.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 10 of 11: View from interior of enclosed service bay door opening, camera facing north.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 11 of 11: Constructed Restroom, camera facing southeast corner



AGENDA ITEM DETAIL

June 18, 2024

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.

SUGGESTED ACTION: This item will also appear on the City Council Agenda on June 18, 2024, under “Items Not on Consent.”

ATTACHMENTS: [POL RES1 Summer-Darren-QCMEG Intergovernmental Agreement 2025-EXP.pdf](#)
[POL RES1 Summer-Darren-QCMEG Intergovernmental Agreement 2025-CB x.pdf](#)
[POL RES1 Summer-Darren-QCMEG Intergovernmental Agreement 2025-ATT.pdf](#)

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.

Explanation: The Moline Police Department has a long history of participation in the Quad City Metropolitan Enforcement Group. Participation allows the department to provide law enforcement more effectively and efficiently through cooperative multi-jurisdictional efforts. *This item will also appear on the City Council Agenda on June 18, 2024, under "Items Not on Consent."*

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.

Sponsor: _____

A RESOLUTION

AUTHORIZING the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.

WHEREAS, the participating law enforcement agencies are mandated to carry out law enforcement duties and responsibilities within the geographical boundaries of the parties and the jurisdiction and authority of each party is limited and such limitations are detrimental in combating crime; and

WHEREAS, participating law enforcement agencies recognize that criminal activity can more effectively be combated by the pooling of resources to provide a more efficient and effective means of law enforcement; and

WHEREAS, participation in the Quad City Metropolitan Group enhances the effectiveness of law enforcement resources through well-coordinated initiatives to coordinate the enforcement of laws without regard to jurisdictional boundaries.

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

That the Chief of Police, on behalf of the City of Moline, is hereby authorized to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

June 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____

City Clerk

**QUAD CITY METROPOLITAN ENFORCEMENT GROUP
INTERGOVERNMENTAL AGREEMENT**

This Agreement is entered into in compliance with Iowa Code Chapter 28E and Iowa Code Section 804.7B of the 2013 Code of Iowa and Articles 7 and 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the Illinois Intergovernmental Drug Laws Enforcement Act (30 ILCS 715/1, et seq.) to enable the below named law authorities in Iowa and Illinois to engage in a cooperative effort in criminal investigations and prosecutions thereof, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.

The parties to this agreement are:

- The Illinois State Police
- Bettendorf Police Department
- Rock Island Police Department
- East Moline Police Department
- Rock Island County Sheriff's Department
- Rock Island State's Attorney Office
- Moline Police Department
- Davenport Police Department
- Scott County Attorney's Office
- Silvis Police Department
- Milan Police Department
- Iowa Division of Narcotics Enforcement

1. The parties agree to pool and integrate certain law enforcement resources into the Quad Cities Metropolitan Enforcement Group (hereinafter referred to as MEG) to coordinate the enforcement of drug laws without regard to jurisdictional boundaries of the parties hereto and to cooperate with other state and federal groups.

2. The parties agree to cooperatively engage in authorized criminal investigations and prosecutions, particularly involving illegal drug trafficking and the use and distribution of controlled substances within our geographical jurisdictions.

3. No separate, legal entity will be created.

4. The parties agree that a MEG Policy Board shall be established and shall administer the operations of this agreement. The MEG Policy Board shall consist of an elected public official, or designee, and the chief law enforcement officer, or a designee, from each participating unit of government. The MEG Policy Board shall establish a separate agreement setting forth the operational procedures and requirements for MEG. In addition to any provisions of said agreement, the MEG Policy Board shall determine the following:

- A. Establishment of an Executive Committee.
- B. Designation of a Fiscal Officer.

C. Designation of a Director and Deputy Director of MEG.

D. Appointment of law enforcement officers to the MEG unit.

6. Funding for MEG shall be overseen by the Fiscal Officer. Funding for MEG shall be provided by various government grants, funds from the Illinois State Police, the High Intensity Drug Trafficking Area program, forfeiture funds received from federal and state agencies, and through contributions made by the respective participating units of government. Law enforcement personnel assigned to MEG shall remain employees of their respective participating units of government and shall be compensated in accordance with its regular procedure.

7. The fiscal year for MEG shall commence on July 1 and terminate on June 30 of every year. The Fiscal Officer shall be responsible for preparing an annual budget to be approved by the MEG Policy Board prior to each fiscal year. The Board may authorize the hiring of private accounting and auditing agencies to assist the Fiscal Officer in his duties.

8. The MEG Policy Board may terminate this agreement and disband MEG at any time by a majority vote of the Board.

9. This agreement shall commence on July 1, 2024 and conclude on June 30, 2025. Unless the MEG Policy Board terminates the agreement as set forth above, the duration of this agreement shall be for a 1-year period. The agreement shall automatically be renewed on a year-to-year basis. Any of the parties may withdraw from this agreement by providing at least thirty-(30)- days advance, written notice of said intent to withdraw to all other parties to the agreement. Any party so withdrawing agrees to cooperate fully in concluding and pending investigation wherein their participation is necessary for a proper resolution, and to cooperate fully in any subsequent prosecution of such matters.

10. Upon withdrawal from, or termination of MEG, property and equipment shall be distributed as follows:

- A. In the event a party withdraws, that party shall be entitled to the return of any property and equipment supplied to MEG for which title remains vested in that party. Property and equipment donated or otherwise given to MEG as a gift or contribution shall remain the property of MEG. The withdrawing party shall not be entitled to any funds contributed to, or in the possession of, MEG.
- B. In the event MEG terminates operations, the remaining participating parties shall share, in proportion to their individual sworn officer commitment to MEG at the time of termination, in the division of MEG assets not otherwise required to be returned to a contributing entity as set forth in paragraph 10.A.
- C. The division and/or liquidation of MEG assets in the event of termination shall be at the sole discretion and direction of the MEG Policy Board. Any party which withdraws from MEG prior to the date of termination shall forfeit any right to receive property or proceeds upon dissolution.

11. Each party agrees to assume all risks of liability arising out of the operation and investigations conducted within its respective geographical jurisdiction. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective law enforcement agency.

12. This agreement shall not be effective unless and until approved by the Attorney General of Iowa.

13. Any modification of this agreement requires written approval by the MEG Policy Board and all parties.

The undersigned representatives hereby agree to the terms and conditions as they relate to agency participation in the Quad City Metropolitan Enforcement Group, as set forth in this Intergovernmental Agreement.

Name: _____

Signature: _____

Title: _____

Date: _____

Agency: _____

AGENDA ITEM DETAIL

June 18, 2024

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute a Memorandum of Understanding between the Rock Island County Drug Court and the Moline Police Department, setting forth the roles and expectations for agency participation.

SUGGESTED ACTION:

ATTACHMENTS:

[POL RES2 Summer-Darren-Rock Island County Drug Court
Community Partner-EXP.pdf](#)

[POL RES2 Summer-Darren-Rock Island County Drug Court
Community Partner-CB x.pdf](#)

[POL RES2 Summer-Darren-Rock Island County Drug Court
Community Partner-ATT1.pdf](#)

[POL RES2 Summer-Darren-Rock Island County Drug Court
Community Partner-ATT2.pdf](#)

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute a Memorandum of Understanding between the Rock Island County Drug Court and the Moline Police Department, setting forth the roles and expectations for agency participation.

Explanation: The Rock Island County Drug Court seeks to reduce recidivism through therapeutic intervention and court supervision to ensure Sobriety, Opportunity, Accountability, and Responsibility. Agency participation in the Rock Island County Drug Court has many benefits. By addressing the root causes of drug-related crimes, drug courts help to improve overall public safety. Offenders who successfully complete drug court programs are less likely to commit new crimes, leading to safer communities. Additionally, with lower-risk offenders being diverted to drug courts, law enforcement can concentrate efforts on more serious and violent offenders, enhancing overall crime-fighting effectiveness. As a participating agency, a designated officer will assist in the design and ongoing development of the Rock Island County Drug Court. The law enforcement officer will serve as a community partner of the Drug Court, attend staff meetings and court hearings, recommend incentives and sanctions, and advocate for therapeutic adjustments. They will act as a liaison to other law enforcement agencies, offer a law enforcement perspective when policy and procedures are developed, assist with home visits as needed, and assist with referring potential drug court participants.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.

Sponsor: _____

A RESOLUTION

AUTHORIZING the Chief of Police, on behalf of the City of Moline, to execute a Memorandum of Understanding between the Rock Island County Drug Court and the Moline Police Department, setting forth the roles and expectations for agency participation.

WHEREAS, the Rock Island County Drug Court seeks to reduce recidivism through therapeutic intervention and court supervision to ensure sobriety, opportunity, accountability, and responsibility; and

WHEREAS, the Rock Island County Drug Court plans to establish and operate a problem-solving court and a Memorandum of Understanding is necessary to clarify the respective roles and expectations of the offices and entities of the participating Drug Court team members; and

WHEREAS, this collaborative program has as its mission to operate a Problem-Solving Court structured to divert from the criminal justice system, where appropriate, persons who have been diagnosed with behavioral health disorders and link them to social services agencies for treatment, transportation, housing, employment counseling, education, medication management and application assistance for government benefits; and

WHEREAS, the Moline Police Department recognizes the many benefits of drug court programs; and

WHEREAS, the Moline Police Department's participation in the Rock Island County Drug Court is in the best interest of the City of Moline.

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

That the Chief of Police, on behalf of the City of Moline, is hereby authorized to execute a Memorandum of Understanding between the Rock Island County Drug Court and the Moline Police Department, setting forth the roles and expectations for agency participation; provided, however, that said memorandum 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

July 9, 2024

Date

Passed: July 9, 2024

Minutes Approved: July 23, 2024

Attest: _____

City Clerk

MEMORANDUM OF UNDERSTANDING

ROCK ISLAND COUNTY DRUG COURT

MISSION STATEMENT

The Rock Island County Drug Court seeks to reduce recidivism through therapeutic intervention and court supervision to insure Sobriety, Opportunity, Accountability, and Responsibility.

COMPLIANCE

The Rock Island County Drug Court shall be established and operate in compliance with the *Problem Solving Court Standards* adopted by the Illinois Supreme Court.

CONFIDENTIALITY

All information pertaining to Drug Court participants is strictly confidential. Any information viewed by Drug Court personnel or providers is not to be shared with any outside party. Drug Court participants shall be required to sign a “Consent for Release/Disclosure of Confidential Information.” If the participant refuses to sign the release the referral is closed and a report is sent to the referral source, the judge, prosecutor and defense counsel in the originating courtroom explaining why the individual is not eligible and the case is sent back to the original courtroom for further proceedings.

The Rock Island County Drug Court will comply with applicable relevant federal and state confidentiality statutes and regulations.

The following information is confidential and should not be disseminated outside the problem solving court team. Treatment reports, assessment results, treatment and supervision needs, attainment of treatment plan goals, adherence to treatments and other “confidential” information disseminated to the Drug Court team. Drug Court team members are required to maintain a confidential file for such materials.

A Drug Court participant’s confidential information *shall* not be obtained from Drug Court to be *utilized* in other proceedings, civil or criminal, *involving* the Drug Court participant or with regard to another person, unless the PSC participant has given voluntary and express written consent for the re-disclosure of the confidential information.

When a person is referred to the Rock Island County Drug Court and found to be ineligible to enroll in by the Drug Court team or a Drug Court participant is discharged from the Drug Court, the Drug Court prosecutor shall delete or destroy the Drug Court participant’s confidential information that was disseminated in conjunction with the person’s referral to or participation in the Rock Island County Drug Court.

The Drug Court Judge may, at the request of the participant or his or her counsel, issue a protective order pertaining to all of the confidential information.

All probation files, presentence investigations, computer notes and case notes are considered to be confidential information and are not to be released except by court order. All Drug Court material will be protected by federal law, specifically section 543 of the Public Health Service Act, 42 U.S.C. 290dd-2, and its implementing regulation, 42 C.F.R Part 2 (confidentiality of substance abuse records) and the Illinois Mental Health and Development Disabilities Confidentiality Act, 740 ILCS 110/1 *et seq.* (confidentiality of mental health treatment records).

RESPONSIBILITIES AND EXPECTATIONS OF PARTICIPATING AGENCIES

All participating agencies agree to assist in the design and ongoing development of the Rock Island County Drug Court. Further, as appropriate, agencies will assist in providing all necessary data for evaluation purposes. All participating agencies agree to respect other agencies' roles and responsibilities to ensure the integrity of the judicial and therapeutic processes. All participating agencies shall observe each participant's right to confidentiality in accordance with federal and state laws and regulations governing treatment and criminal justice information.

All participating agencies agree to the criteria for:

Participant eligibility/enrollment;

Program incentives, sanctions and therapeutic adjustments;

Program termination; and

Program completion as delineated in the policy and procedure manual.

Any revision to this agreement will be approved by the Problem Solving Court Team.

DRUG COURT TEAMMEMBERS AND RESPONSIBILITIES

This section outlines the responsibilities each agency or entity agrees to perform as part of their involvement in the Rock Island County Drug Court. The following are members of the Drug Court Team. Additional members may be added as deemed appropriate.

Judge

Prosecutor/designee

Public Defender/designee

Probation

Local Problem Solving Court Coordinator

Licensed Treatment Provider(s)

Additional PSC Team members may include but are not limited to:

Law Enforcement Representative

Case Manager

Law Enforcement Officer (Preferably Crisis Intervention Trained - CIT)

Recovery Coach

Veterans Justice Outreach Coordinator

The following are the major responsibilities for each Drug Court Team member:

Judge

The Judge acts as the decision maker in the Drug Court process. He/she participates in all Drug Court staffings and presides over the court proceedings. He/she administers effective incentives, sanctions and therapeutic adjustments.

Prosecutor

The Prosecutor/designee is a member of the Drug Court Team. He/she may participate in the review of referrals. He/she participates in participant staffings in a non-adversarial manner. He/she advocates for effective incentives, sanctions and therapeutic adjustments while ensuring community safety.

Public Defender

The Public Defender/designee is a member of the Drug Court Team. He/she assists in the referral and entry process. He/she participates in participant staffings in a non-adversarial manner. He/she advocates for effective incentives, sanctions and therapeutic adjustments while ensuring the participant's legal rights are protected.

Local Problem Solving Court Coordinator

The local Problem Solving Court Coordinator is a member of the Drug Court Team. He/she has the overall responsibility to manage and coordinate all facets of the Drug Court process, including collaborating with the treatment providers and the case manager/recovery coach. He/she advocates for effective incentives, sanctions and therapeutic adjustments during the team meetings. In fulfilling this responsibility, his/her duties are varied and include, but are not limited to the following:

1. Organizes and coordinates training for Drug Court team members;
2. Maintains cooperative relationships with treatment agencies, community organizations and other involved partners;
3. Assists in the screening of potential participants to determine eligibility and interest;
4. Attends case staffings and court hearings, reports compliance/noncompliance and recommends incentives and sanctions;
5. Facilitates community presentations;
6. Promotes team integrity;
7. Develops community resources;
8. Collects data/statistics and works closely with any program evaluator;
9. In conjunction with team members, researches and writes grant proposals.

Probation Officer

The probation officer is the primary case supervisor for participants sentenced to Drug Court. In fulfilling this responsibility, his/her duties are varied and include, but are not limited to, the following:

1. Plans and implements in collaboration with the licensed treatment providers, the day-to-day activities of the Drug Court participant;
2. Conducts initial intake interviews, and explains program requirements to participants;
3. Monitors participant compliance with Drug Court rules; communicates with participants in accordance with the program requirements;
4. Attends case staffings and court hearings on a regular basis, reporting compliance/noncompliance and recommends incentives and sanctions;
5. Assists in the promotion of team integrity;
6. Assists in the development of community resources;
7. Assists in the collection of data/statistics.

Licensed Treatment Provider(s)

1. Conducts assessments to determine eligibility for Drug Court;
2. Provides screening, assessment and/ or treatment to participants;
3. Coordinates treatment with other treatment provider(s);
4. Develops treatment plans;
5. Provides therapy services;
6. Attends staffing's and court hearings for Drug Court participants;
7. Assists participants in applying for state, federal and veteran's benefits;
8. Assists participants in applying for housing, unemployment and educational programs;
9. Arranges housing and transportation;
10. Refers participants for medical treatment and medication management to appropriate local agencies.

Law Enforcement Officer

1. The law enforcement officer may be a member of the Drug Court team.
2. He/she attends staffing's and court hearings;
3. Recommends incentives, sanctions and advocates for therapeutic adjustments;
4. Acts as a liaison to other law enforcement agencies;
5. Offers a law enforcement perspective when policy and procedures are developed;
6. May assist with home visits as needed;
7. Assist with referring potential Drug Court participants;
8. May promote and encourage law enforcement officers to receive CIT training.

ROCK ISLAND COUNTY DRUG COURT

SIGNATORIES DOCUMENT

The attached MEMORANDUM OF UNDERSTANDING is made and entered into on the 1st day of May, 2024 by and between the Rock Island County Drug Court Judge, Prosecutor, Public Defender, Rock Island County Probation Department, Licensed Treatment Provider(s), Law Enforcement and the Local PSC Coordinator. The Memorandum shall be revised as needed.

WHEREAS, the Rock Island County Drug Court plans to establish and operate a problem solving court, a Memorandum of Understanding is necessary to clarify the respective roles and expectations of the offices and entities of the participating Drug Court team members. This collaborative program has as its mission to operate a Problem Solving Court structured to divert from the criminal justice system, where appropriate, persons who have been diagnosed with behavioral health disorders and link them to social services agencies for treatment, transportation, housing, employment counseling, education, medication management and application assistance for government benefits; and

WHEREAS Drug Court shall be structured and operated to comply with the *Problem Solving Courts Standards* adopted by the Illinois Supreme Court.

NOW THEREFORE the parties named below hereby mutually agree to the attached Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers.

CHIEF JUDGE 14TH CIRCUIT COURT

BY: Honorable Clearance M. Darrow

PRESIDING JUDGE DRUG COURT

BY: Honorable Peter Church

ROCK ISLAND COUNTY STATES ATTORNEY

BY: Dora Villarreal

ROCK ISLAND COUNTY PUBLIC DEFENDER
BY:

DIRECTOR OF COURT SERVICES
BY: Derrick Hendrickx

LOCAL DRUG COURT COORDINATOR
BY: Melvin Jarrett

MOLINE POLICE DEPARTMENT
BY: Chief Darren Gault

UNITY POINT HEALTH (Robert Young Center)
BY: Mary Petersen

ROCK ISLAND COUNTY COUNCIL ON ADDICTIONS
BY:

AGENDA ITEM DETAIL

June 18, 2024

A Resolution approving the amended 2024 Capital Improvement Plan and the 2025-2027 Capital Improvement Plan as presented during the Roundtable Discussion at the City Council Meeting held on June 11, 2024.

SUGGESTED ACTION:

ATTACHMENTS:

[ENG RES1 Phillips-Dryer - Adoption of 2024 Amended Capital Improvement Plan, and 2025-2027 Capital Improvement Plans - EXP x.pdf](#)

[ENG RES1 Phillips-Dryer - Adoption of 2024 Amended Capital Improvement Plan, and 2025-2027 Capital Improvement Plans - CB x.pdf](#)

[ENG RES1 Phillips-Dryer - Adoption of 2024 Amended Capital Improvement Plan, and 2025-2027 Capital Improvement Plans - ATT.pdf](#)

A Resolution approving the amended 2024 Capital Improvement Plan and the 2025-2027 Capital Improvement Plan as presented during the Roundtable Discussion at the City Council Meeting held on June 11, 2024.

Explanation: City staff presented the amended 2024 Capital Improvement Plan, as well as the 2025 through 2027 Capital Improvement Plan during the Roundtable Discussion at the City Council Meeting held on June 11, 2024. City staff is requesting approval of these plans as presented. Approval at this time will allow for preliminary engineering and planning work to begin.

Staff Recommendation: Approval.

Fiscal Impact: N/A

Council Bill/Resolution No. _____
Sponsor: _____

A RESOLUTION

APPROVING the amended 2024 Capital Improvement Plan and the 2025-2027 Capital Improvement Plan as presented during the Roundtable Discussion at the City Council Meeting held on June 11, 2024.

WHEREAS, City staff is requesting that Council adopt the amended 2024 Capital Improvement Plan; and

WHEREAS, City staff is requesting that Council adopt the 2025 through 2027 Capital Improvement Plan; and

WHEREAS, the Capital Improvement Plans were presented during the Roundtable Discussion at the City Council Meeting held on June 11, 2024; and

WHEREAS, approval of these plans will allow for preliminary engineering and planning work to begin.

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

That the amended 2024 Capital Improvement Plan and the 2025-2027 Capital Improvement Plan are hereby approved as presented during the Roundtable Discussion at the City Council Meeting held on June 11, 2024; provided, however, that said plan 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

July 9, 2024

Date

Passed: July 9, 2024

Minutes Approved: July 23, 2024

Attest: _____
City Clerk

2024 Capital Improvement Projects List

AMENDED 6-11-24

	PROJECT #	CIP AMENDED	UTILITY TAX AMENDED	2% FOR THE ARTS AMENDED	SPECIAL CAPITAL FUND AMENDED	MFT AMENDED	MFT FEDERAL GRANTS AMENDED	MFT STATE REBUILD AMENDED	WATER AMENDED	WPC AMENDED	STORM AMENDED	2024 AMENDED
MAINTENANCE PROGRAMS:												
Pavement Marking	1441	242,390										242,390
Joint Sealing	1442	97,520										97,520
Asphalt Overlay Maintenance	1443	475,000	100,000		357,100							932,100
Inlet Replacements	1444										96,300	96,300
Traffic Safety Initiatives	1427	125,000										125,000
Patching Program	1445	623,030	7,500		400,000				245,376	124,733	48,642	1,449,281
MISCELLANEOUS:												
Project Design / Inspection		265,000										265,000
Temporary Technical Assistance	24NC01	100,000										100,000
Miscellaneous									55,000			55,000
TOTAL MAINT. PROGRAMS		1,927,940	107,500	-	757,100	-	-	-	300,376	124,733	144,942	3,362,591
ROADWAY PROJECTS:												
<u>Alley Reconstructions</u>												
4th-5th Ave / 50th-51st St (New)	1446	202,981	236,273									439,254
12th-13th Ave / 10th-11th St (New)	1446	0	0									-
23rd St-24th St / 4th Ave -5th Ave (New) ALY-3717	1446		0	3,000								3,000
<u>Resurfacing Projects</u>												
19th Ave, 7th to Rock Island (2024 CO) Fed Funds	21RS00					253,090	1,012,350					1,265,440
Asphalt resurfacing program	24GM00					700,000						700,000
7th St., 12th to 16th Av	19RS01					72,609						72,609
AOTC, 34th to 41st St	19RS02					66,087						66,087
River Drive Overlay, 34th to 41st St.	1396					54,704						54,704
12h Avenue & 16th Street (17-00268-00-RS)						228,065						228,065
<u>Reconstruction Projects</u>												
38th St, 32nd to 35th Ave (2024 CO)	1450	796,274	0									796,274
48th St, South of 6th Ave (2024 CO)	1451		562,682						306,380	8,666	242,139	1,119,867
34th St, 4th Ave to RR Tracks (2024 CO) Fed Funds	23RP00					517,250		282,750	300,000	150,000	110,000	1,360,000
7th Avenue Recon	1418						3,000,000					3,000,000
47th St, south of 26th Av	1394							179,511	900			180,411
26th Avenue/38th-41st Street	1399/RP2179							42,673				42,673
BIKEWAYS PROJECTS:												
<u>Road Diets</u>												
Morgan Park Phase I (2024 CO)	22BT00					-	-					-
Bikeways & Multimodal												-
Complete Streets - Road Diet Projects			0									-
Mississippi River Trail, 17th to 19th St (2024 CO)						350,000	373,360					723,360
SIDEWALK PROJECTS:												
ADA Sidewalk Compliance			50,000									50,000
Sidewalk Program			117,660		100,000							217,660
Sidewalk Infill			221,583									221,583
Ave of the Cities & 41st St Pedestrian Improvements	1452		190,868									190,868
36th Av, 7th to 13th St (TASA Funds)	19BT00					550,000	259,175					809,175
River to River Phase I	BT1971					1,542,870	2,000,000					3,542,870
48th St, Wilson Middle to YMCA (SRTS)	1401/SW1973					72,606	200,000					272,606
WATER PROJECTS:												
Trenchless & Lining Program (Red water sites)	1453								497,309			497,309
7th St Tank Coating	1454								203,700			203,700
Lead Service Line Replacement	1455								625,000			625,000
TBD project												-
WPC PROJECTS:												
Sewer Lining	1448											-
Manhole Lining	1449									150,000		150,000
7th St / River Drive Interceptor (Phase I)	1456									-		-

2024 Capital Improvement Projects List

AMENDED 6-11-24

	PROJECT #	CIP AMENDED	UTILITY TAX AMENDED	2% FOR THE ARTS AMENDED	SPECIAL CAPITAL FUND AMENDED	MFT AMENDED	MFT FEDERAL GRANTS AMENDED	MFT STATE REBUILD AMENDED	WATER AMENDED	WPC AMENDED	STORM AMENDED	2024 AMENDED
2024 Smoke Testing Project	1470									200,000		200,000
STORM PROJECTS:												
Manhole Lining	1449										-	-
Sealcoat Ditch Restoration	1464										134,704	134,704
Capital Construction Equipment												-
Storm water projects (transfer from ARPA)												-
Storm Sewer Lining	1448											-
TBD project												-
Green Infrastructure											150,000	
Dredging Box Culverts	1425										48,177	48,177
MISCELLANEOUS:												
River Dr. Safety Improvements (Signals at 12th St) (2024 CO)	1457		-	-								-
City Hall Parking Lot Reconstruction	1458		475,000	9,500								484,500
Asphalt paver & tank system												-
Leaf vacuum -pilot program												-
Quiet Zones												-
Structural analysis of City's parking ramps	1459	93,950										93,950
Traffic Signal Replacements (36th Ave & 16th St)	1426	1,224,990										1,224,990
Traffic Signal Replacements (32nd Ave at 41st St)	1426	300,000										300,000
Install fiber optic along JDR/41st St Corridor	1460	69,175										69,175
16th & AOTC	1370		1,241,925									1,241,925
I-74 Bridge Contract (IL) 64C08	17AR02					56,663						56,663
I-74 Bridge Contract (IL) 64E26	17BR02					117,522						117,522
I-74 Bridge Contract (IA)	18BR01					5,698						5,698
Retaining wall@70th St & John Deere Pkway	1436		460,000									460,000
ENGINEERING SERVICES:												
Arsenal Bridge Deck and Ped/Bike Ramp Design Phase 2 - ARPA transfer in	1429	700,000										700,000
Quiet Zone Engineering (FUTURE BUDGET AMENDMENT)			100,000									100,000
Design for 7th Av Reconstruction, 12th to 23rd St	22ES00		519,998			519,998						1,039,996
Design for Arsenal Bridge Deck	1429	369,454										369,454
Design for River Drive Improvements	1430	39,721										39,721
Design Services for 2024 Projects	1431	188,982										188,982
Design for River to River Phase II (Continued)	1388	289,433										289,433
Design for Morgan Park Bike Path	1389	97,458										97,458
Design for River Dr. Streetscaping, Phase I	1472	174,093										174,093
Design for 7th Street Fence at Wildwood	1469		45,730									45,730
Available \$ for Council added projects												
												-
												-
Parks Capital Projects												
Transfer to Parks		300,000										300,000
TOTAL CAPITAL IMPROVEMENTS		4,846,510	4,221,719	12,500	100,000	5,107,162	6,844,885	504,934	1,933,289	508,666	685,020	24,614,684
Total Capital Expenditures		6,774,450	4,329,219	12,500	857,100	5,107,162	6,844,885	504,934	2,233,665	633,399	829,962	27,977,275

2025 Capital Improvement Projects List

6/11/2024

	CIP	UTILITY TAX	2% for the Arts	SPECIAL CAPITAL FUND	MFT	MFT FEDERAL GRANTS	MFT STATE REBUILD	WATER	WPC	STORM	ARPA	MOLINE IMPROVEMENTS	Total Budget
	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST
MAINTENANCE PROGRAMS													
Pavement Marking		250,000											250,000
Joint Sealing (SWITCH TO BIENNIAL IN EVEN YEARS)	-												-
Asphalt Overlay Maintenance	350,000												350,000
Inlet Replacements										100,000			100,000
Traffic Safety Initiatives	100,000												100,000
Patching Program	-	750,000						290,000	125,000	45,000			1,210,000
Parking Lots and Surface Roads:													
Council Consideration													-
ROADWAY PROJECTS:													
MISCELLANEOUS:													
Project Design / Inspection	265,000												265,000
Temporary Technical Assistance	125,000												125,000
								40,000					40,000
TOTAL MAINT. PROGRAMS	840,000	1,000,000	-	-	-	-	-	330,000	125,000	145,000	-	-	2,440,000
ROADWAY PROJECTS:													
Alley Reconstructions													
5th-6th Ave/1st-2nd St		350,000											350,000
Resurfacing Projects													
19th Ave, 7th to 16th St					302,150	1,208,584							1,510,734
Reconstruction Projects													
30th Avenue, 14th to 16th Street (ARPA-Transfer In)	325,000	1,000,000						460,000				-	1,785,000
30th Avenue, 14th to 16th Street									700,000	200,000			900,000
7th Ave Reconstruction 15th-18th St	750,000					3,000,000	-						3,750,000
7th Street and 16th Avenue Intersection Reconstruction	400,000									100,000			500,000
BIKEWAYS PROJECTS:													
Road Diets													
Phase II of MIRR Path Construction					750,000	3,000,000							3,750,000
Complete Streets	75,000												75,000
SRTS Project around Lincoln Irving (2024 CO)					62,500	250,000							312,500
SIDEWALK PROJECTS:													
ADA Sidewalk Compliance	50,000												50,000
Sidewalk Program	300,000												300,000
Sidewalk Infill													-
Morgan Park Phase I (2024 CO)					750,000	343,620							1,093,620
WATER PROJECTS:													
Water Main Replacement - Location TBD													
Lead Service Line Replacement								3,000,000					3,000,000
TBD project													-
WPC PROJECTS:													
River Drive Interceptor (Phase II)													
Sewer Lining									700,000				700,000
Manhole Lining									150,000				150,000
Smoke Testing									200,000				200,000
Lamphole Improvements									100,000				100,000
STORM PROJECTS:													
4700 block of 28th Av										100,000			100,000
Dredging Box Culverts										25,000			25,000
35th Av, south of Prospect Park								50,000		200,000			250,000
Storm Sewer Lining										100,000			100,000
Manhole Lining													-

2025 Capital Improvement Projects List

6/11/2024

	CIP	UTILITY TAX	2% for the Arts	SPECIAL CAPITAL FUND	MFT	MFT FEDERAL GRANTS	MFT STATE REBUILD	WATER	WPC	STORM	ARPA	MOLINE IMPROVEMENTS	Total Budget
	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST	REQUEST
Inlet Special Covers													-
2900 Block 7th St										100,000			100,000
Lift Station Generator										-			-
5th Av, 43rd St to 48th St										-			-
34th St. Drainage Improvements										200,000			200,000
56th Ct. Place Drainage Improvements										-			-
MISCELLANEOUS:													-
River Drive Safety Improvements (12th St Signals) 2024 CO		800,000	16,000										816,000
Annual Traffic Signal Replacements AOTC and 53rd St													-
ENGINEERING SERVICES:													-
Arsenal Bridge Deck & Ped/Bike Ramp (70/30)	-	550,000	11,000			12,500,000							13,061,000
Arsenal Bridge Deck NO ARPA													-
Quiet zone (Construction)	1,000,000	-		1,000,000									2,000,000
Engineering for Future Projects													-
Downtown Street Lighting Improvements	-												-
Parr Instrument Street Reimbursement (100K annually)	100,000												100,000
Design for River Drive Streetscaping, Phase II		250,000											250,000
Wildwood Fence		200,000											200,000
Engineering for Wildwood Fence		40,000											40,000
Parks Capital Projects													-
Transfer to Parks	300,000												300,000
TOTAL CAPITAL IMPROVEMENTS	3,300,000	3,190,000	27,000	1,000,000	1,864,650	20,302,204	-	3,510,000	1,850,000	1,025,000	-	-	36,068,854
Total Capital Expenditures	4,140,000	4,190,000	27,000	1,000,000	1,864,650	20,302,204	-	3,840,000	1,975,000	1,170,000	-	-	38,508,854

2026 Capital Improvement Projects List

6/11/2024

	CIP	CIP UTILITY TAX	2% for the Arts	SPECIAL CAPITAL FUND	MFT	MFT FEDERAL GRANTS	WATER	WPC	STORM	TOTAL BUDGET
	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED
MAINTENANCE PROGRAMS										-
Pavement Marking		250,000								250,000
Joint Sealing		150,000								150,000
Asphalt Overlay Maintenance					275,000					275,000
Inlet Replacements									100,000	100,000
Traffic Safety Initiatives		100,000								100,000
Patching Program		900,000					290,000	125,000	45,000	1,360,000
Pavement Management System Survey		110,000								110,000
Parking Lots and Surface Roads:										-
Council Consideration										-
MISCELLANEOUS:										-
Project Design / Inspection	265,000									265,000
Temporary Technical Assistance	100,000						75,000			175,000
TOTAL MAINT. PROGRAMS	365,000	1,510,000	-	-	275,000	-	365,000	125,000	145,000	2,785,000
ROADWAY PROJECTS:										-
Alley Reconstructions										-
13th-14th Ave / 26th-27th St	-									-
14th-15th Ave / 25th -26th St	-									-
19th Ave-20th Ave / 15th St A-16th St (New) ALY-3544	-									-
Alley Resurfacing Program	150,000									150,000
Resurfacing Projects										-
4th St, 5th -13th Ave					740,000					740,000
16th Avenue Resurfacing, Rock Island Border to 7th Street	1,325,000									1,325,000
15th Street Resurfacing, 19th to 23rd Ave					525,000		10,000	10,000	25,000	570,000
16th St. Resurfacing, 19th Ave. to AOTC					521,871	1,217,698				1,739,569
Asphalt Overlay Maintenance										-
Reconstruction Projects										-
Reconstruct Streets in Old Oakwood				1,450,000			10,000	15,000	175,000	1,650,000
11th Ave C, 32nd - 33rd St (NTD Utils)		620,000					200,000	270,000	140,000	1,230,000
25th Ave. Reconstruction, 15th to 16th St.	490,000						10,000	10,000	70,000	580,000
26th Ave. Reconstruction, 15th to 16th St.				500,000			10,000	10,000	70,000	590,000
12th Street and 12th Avenue Intersection Reconstruction	400,000						20,000	20,000	50,000	490,000
10th Street and 11th Avenue Intersection Reconstruction		200,000					10,000	10,000	10,000	230,000
BIKEWAYS PROJECTS:										-
Road Diets										-
Complete Streets	-									-
Morgan Park Phase II					189,322	757,285				946,607
SIDEWALK PROJECTS:										-
ADA Sidewalk Compliance	50,000									50,000
Sidewalk Program	330,000	200,000								530,000

2026 Capital Improvement Projects List

6/11/2024

	CIP	CIP UTILITY TAX	2% for the Arts	SPECIAL CAPITAL FUND	MFT	MFT FEDERAL GRANTS	WATER	WPC	STORM	TOTAL BUDGET
	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED	AMENDED
Sidewalk Infill		-								-
WATER PROJECTS:										-
Lead service replacement							3,000,000			3,000,000
Water Main Replacement - Location TBD							500,000			500,000
Water Tank Painting - 17th Ave.										-
WPC PROJECTS:										-
Sewer Lining - Biennial in Odd Years								-		-
River Drive Interceptor PH 3								-		-
Manhole lining - Biennial in Odd Years								-		-
Smoke Testing								200,000		200,000
Easement Restoration								350,000	-	350,000
STORM PROJECTS:										-
Green Infrastructure / Detention									-	-
Ditch Restoration - Location TBD									-	-
MISCELLANEOUS:										-
AOTC Lighting Service Upgrade	250,000									250,000
12th St. Street Lighting Improvements	150,000									150,000
Quiet zone construction										-
HSIP grant - Ped Improvements and New Signal Backplates					57,226	515,034				572,260
Parr Instrument Street Reimbursement (100K annually)	100,000									100,000
ENGINEERING SERVICES:										-
Engineering for Future Projects		200,000								200,000
Parks Capital Projects										-
Transfer to Parks	300,000									300,000
TOTAL CAPITAL IMPROVEMENTS	3,545,000	1,220,000	-	1,950,000	2,033,419	2,490,017	3,770,000	895,000	540,000	16,443,436
Total Capital Expenditures	3,910,000	2,730,000	-	1,950,000	2,308,419	2,490,017	4,135,000	1,020,000	685,000	19,228,436

2027 Capital Improvement Projects List

6/11/2024

	CIP REQUEST	CIP UTILITY TAX REQUEST	2% for the Arts REQUEST	SPECIAL CAPITAL FUND REQUEST	MFT REQUEST	MFT FEDERAL GRANTS REQUEST	WATER REQUEST	WPC REQUEST	STORM REQUEST	TOTAL BUDGET REQUEST
MAINTENANCE PROGRAMS										-
Pavement Marking	250,000									250,000
Joint Sealing										-
Asphalt Overlay Maintenance					650,000					650,000
Inlet Replacements									100,000	100,000
Traffic Safety Initiatives	100,000									100,000
Patching Program	1,000,000						290,000	125,000	45,000	1,460,000
MISCELLANEOUS:										-
Project Design / Inspection	265,000									265,000
Temporary Technical Assistance	100,000									100,000
TOTAL MAINT. PROGRAMS	1,715,000	-	-	-	650,000	-	290,000	125,000	145,000	2,925,000
ROADWAY PROJECTS:										
<u>Alley Resurfacings</u>										-
Alley Resurfacing Program				175,000						175,000
<u>Resurfacing Projects</u>										-
15th Street Resurfacing, 23rd to 29th Ave.					900,000		25,000	25,000	25,000	975,000
Asphalt Resurfacing - Location TBD	800,000	325,000								1,125,000
<u>Reconstruction Projects</u>										-
41st Street Reconstruction, River Dr to 4th Avenue				705,000			10,000	10,000	100,000	825,000
17th Street, 11th to 12th Avenue		725,000					155,000	195,000	60,000	1,135,000
10th Avenue Place, north of 11th Avenue	825,000						395,000	430,000	110,000	1,760,000
BIKEWAYS PROJECTS:										-
<u>Road Diets</u>										-
Complete Streets		75,000								75,000
SRTS - Multischool traffic improvements						250,000				250,000
River Dr. Streetscaping, 12th to 19th Street (Potential ITEP grant)			15,000		750,000	3,000,000				3,765,000
SIDEWALK PROJECTS:										-
ADA Sidewalk Compliance		100,000								100,000
Sidewalk Program		550,000								550,000
Sidewalk Infill		-								-
WATER PROJECTS:										-
Lead service replacement							3,000,000			3,000,000
Water Main Replacement - Location TBD										-
WPC PROJECTS:										-
Sewer Lining								700,000		700,000
Manhole lining								150,000		150,000
Easement Improvements							150,000	350,000	50,000	550,000
STORM PROJECTS:										-
Green Infrastructure - Location TBD									400,000	400,000
Ditch Restoration - Location TBD									-	-
MISCELLANEOUS:										-
AOTC & 53rd Street Intersection Reconfiguration				1,120,000			20,000	5,000	65,000	1,210,000
Parr Instrument Street Reimbursement (100K annually)		100,000								100,000
Bridge Maintenance Project Design		100,000								100,000
Bridge Maintenance Project Construction		500,000								500,000
Parking Garage Maintenance Project Design		50,000								50,000
Parking Garage Maintenance Project Construction	200,000									200,000
ENGINEERING SERVICES:										-
Engineering for Future Projects	250,000									250,000
Parks Capital Projects										-
Transfer to Parks	300,000									300,000
TOTAL CAPITAL IMPROVEMENTS	2,375,000	2,525,000	15,000	2,000,000	1,650,000	3,250,000	3,755,000	1,865,000	810,000	18,245,000
Total Capital Expenditures	4,090,000	2,525,000	15,000	2,000,000	2,300,000	3,250,000	4,045,000	1,990,000	955,000	21,170,000

AGENDA ITEM DETAIL

June 18, 2024

A Resolution authorizing the Mayor and City Clerk to execute and attest to acceptance of a Traffic Signal Easement related to Project #1468, John Deere Seeding Pedestrian Crossing Traffic Signal Installation, 416 and 501 River Drive.

SUGGESTED ACTION:

ATTACHMENTS:

[ENG RES2 Phillips-Dryer Traffic Signal Easement for John Deere Seeding Crosswalk - EXP.pdf](#)
[ENG RES2 Phillips-Dryer Traffic Signal Easement for John Deere Seeding Crosswalk - CB xg.pdf](#)
[ENG RES2 Phillips-Dryer Traffic Signal Easement for John Deere Seeding Crosswalk - ATT1 \(EASEMENT\).pdf](#)
[ENG RES2 Phillips-Dryer Traffic Signal Easement for John Deere Seeding Crosswalk - ATT2 \(PLAT\).pdf](#)
[ENG RES2 Phillips-Dryer Traffic Signal Easement for John Deere Seeding Crosswalk - ATT3 \(MAP\).pdf](#)

A Resolution authorizing the Mayor and City Clerk to execute and attest to acceptance of a Traffic Signal Easement related to Project #1468, John Deere Seeding Pedestrian Crossing Traffic Signal Installation, 416 and 501 River Drive.

Explanation: John Deere Seeding, located at 416 & 501 River Drive, updated their entrances, sidewalks, crosswalks, and parking lot in 2023. They have since communicated with City staff their desire to install a pedestrian traffic signal at the new crosswalk, located approximately 325' east of the existing crosswalk. Deere & Company has agreed to pay for the work, as long as the City owns and maintains the signals.

Staff has a design and contract to complete this work later this year. In order to complete this work, a controller cabinet and related items must be installed on Deere property. Therefore, a permanent traffic signal easement is required. The documents for this easement have been signed.

Staff requests that Council accept this traffic signal easement to allow the improvements to move forward and ensure access for future maintenance and repairs.

Fiscal Impact: Rock Island County Recording Costs
Public Notice/Recording: Engineering Department will Record

Council Bill/Resolution No.

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to acceptance of a Traffic Signal Easement related to Project #1468, John Deere Seeding Pedestrian Crossing Traffic Signal Installation, 416 and 501 River Drive.

WHEREAS, John Deere Seeding recently updated their pedestrian entrances and requested a new pedestrian traffic signal on River Drive; and

WHEREAS, City staff has a design and contract for this signal installation; and

WHEREAS, in order to complete this work, a permanent traffic signal easement is necessary; and

WHEREAS, acceptance of this easement will allow the improvements to move forward and will ensure access for future maintenance and repairs; and

WHEREAS, Deere & Company has agreed to pay for construction of the new pedestrian traffic signals, as long as the City agrees to own and maintain the signals.

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 accept a Traffic Signal Easement related to Project #1468, John Deere Seeding Pedestrian Crossing Traffic Signal Installation, 416 and 501 River Drive; provided, however, that said easement 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 18, 2024

Date

Council Bill/Resolution No. _____

Page 2

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____

City Clerk

Prepared by/Return to:
 City of Moline
3635 4th Avenue
Moline, IL 61265

River Drive Crosswalk
 W. of 5th Street
 416 & 501 River Drive
 Moline, IL 61265
 PINs 08-31-410-002 & 08-31-200-007

TRAFFIC SIGNAL
 EASEMENT
 FOR
 CITY OF MOLINE, ILLINOIS

THIS INDENTURE WITNESSETH, that the Grantor, **DEERE & COMPANY**, in consideration of ONE and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements herein expressed, the undersigned hereby grant unto the City of Moline, Illinois, a municipal corporation, (herein "City") a permanent Easement in, over, across, and under the land as shown and described on the attached **Exhibit "A."**

Said permanent Easement is for installation and maintenance of traffic signals for a pedestrian crosswalk including mast arm bases, pedestrian push buttons, a controller cabinet and related items, site grading, maintenance and related work on said tract of land (the "Facilities"). The Grantor shall retain all rights to the use and occupation of said land, except as herein expressly granted and provided that such use and occupation by the Grantor shall not unreasonably interfere or disrupt with the operation of the above-mentioned Facilities in the Easement. In accordance with its agreement to not unreasonably interfere with the Facilities in the Easement, the Grantor acknowledges that the Facilities in the Easement are public safety devices and controls. Any proposed activity by the Grantor in the Easement that could reasonably be determined to interfere with or otherwise disrupt the Facilities therein will first be presented to the Grantee to establish a plan to ensure any such interference or disruptions are minimized. The City of Moline, Illinois, by accepting this Easement, agrees at its sole expense, to complete the installation of the Facilities in a good and workmanlike manner, to maintain said Easement and to repair any damages or disturbances which may be caused to the land of the Grantor in relation to the installation, operation, and maintenance of said Easement.

This grant includes the right of ingress and egress to and from said above described tract of land for the uses and purposes herein set out.

To these covenants and agreements, the undersigned hereby binds itself and its assigns, forever.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State.

IN WITNESS WHEREOF, the Grantor has hereunto set its Hand and Seal this 4th
day of June, 2024.

[Signature]
NAME, Representative for
DEERE & COMPANY

Real Estate Transactions Mgr.

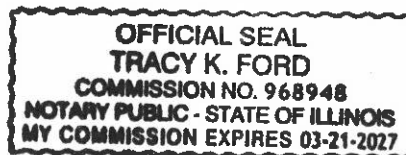
ACCEPTED BY THE CITY OF MOLINE

By: _____
Sangeetha A, Rayapati, Mayor

Attest: _____
Stephanie Murphy, City Clerk

Approved as to form:

Corporate Counsel



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

I, Tracy Ford, a Notary Public in and for said County and State, do hereby certify that
Cory Arensdorf Representative for **DEERE & COMPANY**, who is personally known
to be the same person(s) whose name(s) is subscribed to the forgoing instrument appeared before me this day in
person and acknowledges that they signed, sealed and delivered said instrument as a free and voluntary act, for
the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of June, 2024.

Notary Public

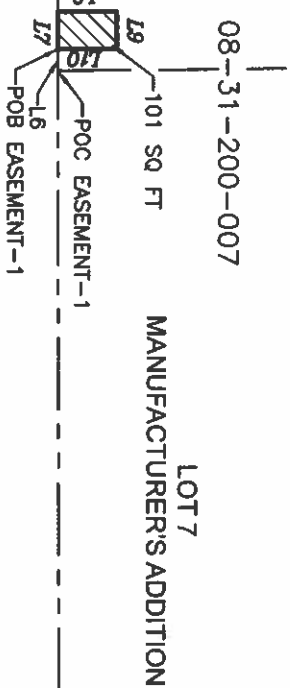
Tracy K. Ford

My commission expires 3/21/2027

EASEMENT PLAT

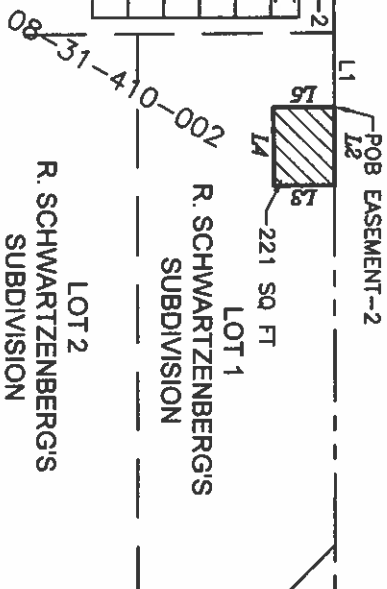
PART OF LOT 1 IN R. SCHWARTZENBERG'S SUBDIVISION TO THE CITY OF MOLINE, AND PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS

LINE	BEARING	DISTANCE
L6	S 89°45'13" W	4.62'
L7	S 89°45'13" W	8.00'
L8	N 00°14'47" W	12.60'
L9	N 89°45'13" E	8.00'
L10	S 00°14'47" E	12.60'



RIVER DRIVE (66' ROW)

LINE	BEARING	DISTANCE
L1	N 89°45'13" E	15.86'
L2	N 89°45'13" E	17.00'
L3	S 00°15'19" E	13.00'
L4	S 89°45'13" W	17.00'
L5	N 00°15'19" W	13.00'

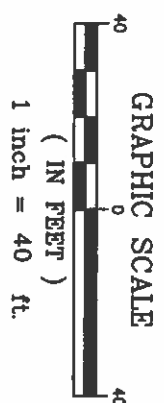
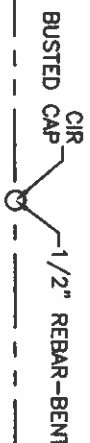
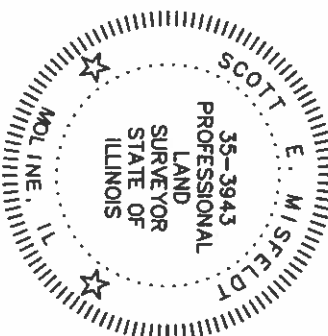


I HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY AND IT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT I AM A PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

Scott E. Misfeldt
SCOTT E. MISFELDT

DATE 6-5-24

IPLS NO. 35-3943
MY LICENSE EXPIRES NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM NO. 184.008195-008



- LEGEND**
- + FOUND CUT "X"
 - FOUND 1/2" SQ ROD
 - SET 5/8" REBAR W/ CAP # 35-2890
 - BOUNDARY LINE
 - ROW LINE OR LOT LINE
 - ORIGINAL LOT LINE
 - DEED OR PLATTED MEASURED

Abbitt
Survey & Development, PLLC

ABBITT SURVEY & DEVELOPMENT, PLLC
4900 38TH AVE. SUITE 1
MOLINE, ILLINOIS 61265
PH. 309-524-3124

DATE: 05-03-2024	SCALE: 1" = 40'	DRAWN BY: SEM	CHECKED BY: JWA
PREPARED FOR: CITY OF MOLINE ENGINEERING		PAGE: 1 OF 2	
ATTN: DAVID DRYER, PE DIRECTOR OF ENGINEERING		DRAWING No.:	
3636 4TH AVENUE		24-110-MO-BT-RIVER DR ESMT	
MOLINE, IL 61265			
DRAWING TITLE: EASEMENT PLAT			

LEGAL DESCRIPTIONS

Easement Descriptions:

Easement 1:

Part of the Northeast Quarter of Section 31, Township 18 North, Range 1 West of the 4th Principal Meridian, City of Moline, Rock Island County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of Lot 7 of Manufacturer's Addition to the City of Moline;

Thence South $89^{\circ}45'13''$ West, a distance of 4.62 feet along the North right of way line of River Drive, to the Point of Beginning;

Thence continuing along said North right of way line, South $89^{\circ}45'13''$ West, a distance of 8.00 feet;

Thence North $00^{\circ}14'47''$ West, a distance of 12.60 feet;

Thence North $89^{\circ}45'13''$ East, a distance of 8.00 feet;

Thence South $00^{\circ}14'47''$ East, a distance of 12.60 feet to the Point of Beginning.

The above described real estate contains 101 square feet, more or less.

For the purpose of this legal description, the North right of way line of River Drive has an observed bearing of South $89^{\circ}45'13''$ West.

Easement 2:

Part of Lot 1 in R. Schwartzberg's Subdivision to the City of Moline, located in the City of Moline, Rock Island County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1;

Thence North $89^{\circ}45'13''$ East, along the South line of River Drive, also being the North line of said Lot 1, a distance of 15.86 feet to the Point of Beginning;

Thence continuing along said South line, also being the North line of said Lot 1, North $89^{\circ}45'13''$ East, a distance of 17.00 feet;


Thence South $00^{\circ}15'19''$ East, a distance of 13.00 feet;

Thence South $89^{\circ}45'13''$ West, a distance of 17.00 feet;

Thence North $00^{\circ}15'19''$ West, a distance of 13.00 feet to the Point of Beginning.

The above-described real estate contains 221 square feet, more or less.

For the purpose of this legal description, the South right of way line of River Drive has an observed bearing of North $89^{\circ}45'13''$ East.

	Abbitt Survey & Development, PLLC	ABBITT SURVEY & DEVELOPMENT, PLLC. 4900 38TH AVE. SUITE 1 MOLINE, ILLINOIS 61265 PH. 309-524-3124	
DATE: 05-03-2024	DRAWN BY: SEM	CHECKED BY: JWA	
PREPARED FOR: CITY OF MOLINE ENGINEERING ATTN: DAVID DRYER, PE DIRECTOR OF ENGINEERING 3636 4TH AVENUE MOLINE, IL 61265		PAGE: 2 OF 2	
DRAWING TITLE: EASEMENT PLAT		DRAWING No.: 24-110-MO-BT-RIVER DR ESMT	



AGENDA ITEM DETAIL

June 18, 2024

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Finney’s of Moline, LLC dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food in conjunction with “Chillin’ in the Courtyard,” on Saturday, August 10, 2024, and Saturday, September 14, 2024.

SUGGESTED ACTION:

ATTACHMENTS:

[EXE RES2 Rhonda-Kostopulos River House Bar & Grill Licensing Agreement-EXP xg.pdf](#)

[EXE RES2 Rhonda-Kostopulos River House Bar & Grill Licensing Agreement-CB xg.pdf](#)

[EXE RES2 Rhonda-Kostopulos River House Bar & Grill Licensing Agreement-ATT.pdf](#)

A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Finney’s of Moline, LLC dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food in conjunction with “Chillin’ in the Courtyard,” on Saturday, August 10, 2024, and Saturday, September 14, 2024.

Explanation: Renew Moline is planning two events in the Historic Block Courtyard, “Chillin’ in the Courtyard,” that are scheduled for Saturday, August 10, 2024, and Saturday, September 14, 2024, from 8:00 a.m. to 5:00 p.m. Finney’s of Moline, LLC dba River House Bar & Grill has obtained an Option 1 Outdoor Use supplement to their liquor license in accordance with Section 4-3314 of the Moline Code of Ordinances and in order for them to use public right-of-way or public property for outdoor service of alcoholic liquor and food an executed licensing agreement is necessary and requires proof of insurance on behalf of the City in appropriate amounts, insuring for the use of right-of-way or public property. This licensing agreement allows River House Bar & Grill the use of the Historic Block Courtyard for outdoor service of alcoholic liquor and food in conjunction with “Chillin in the Courtyard” on Saturday, August 10, 2024, and Saturday, September 14, 2024.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No. _____
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a Licensing Agreement with Finney’s of Moline, LLC dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food in conjunction with “Chillin’ in the Courtyard,” on Saturday, August 10, 2024, and Saturday, September 14, 2024.

WHEREAS, Renew Moline is planning two events in the Historic Block Courtyard, “Chillin’ in the Courtyard,” that are scheduled for Saturday, August 10, 2024, and Saturday, September 14, 2024, from 8:00 a.m. to 5:00 p.m.; and

WHEREAS, Finney’s of Moline, LLC dba River House Bar & Grill (“Licensee”) has obtained an Option 1 Outdoor Use supplement to their liquor licenses in accordance with Section 4-3314 of the Moline Code of Ordinances; and

WHEREAS, in order for licensee to use public right-of-way or public property for outdoor service of alcoholic liquor and food an executed licensing agreement is necessary by the licensee and requires proof of insurance on behalf of the City in appropriate amounts, insuring for the use of right-of-way or public property; and

WHEREAS, said licensing agreement allows Licensee the use of the Historic Block Courtyard for outdoor service of alcoholic liquor and food in conjunction with “Chillin in the Courtyard” on Saturday, August 10, 2024, and Saturday, September 14, 2024.

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 with Finney’s of Moline, LLC dba River House Bar & Grill for use of public right-of-way for use of the Historic Block Courtyard for the outdoor service of alcoholic liquor and food in conjunction with “Chillin’ in the Courtyard,” on Saturday, August 10, 2024, and Saturday, September 14, 2024; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

July 9, 2024
Date

Council Bill/Resolution No.

Page 2 of 2

Passed: July 9, 2024

Minutes Approved: July 23, 2024

Attest: _____

City Clerk

LICENSEE: FINNEY’S OF MOLINE, LLC DBA RIVER HOUSE BAR & GRILL

LICENSING AGREEMENT

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

The LICENSEE is Finney’s of Moline, LLC dba River House Bar & Grill located at 1510 River Drive, Moline, Illinois, hereinafter called the LICENSEE.

PREMISES: **Use of public right-of-way as follows:** The Historic Block Courtyard located at 1520 River Drive, south of River Drive and east of Finney’s of Moline, LLC dba River House Bar & Grill, for outdoor service of alcoholic liquor and food.

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for use of the Historic Block Courtyard located at 1520 River Drive, south of River Drive and east of Finney’s of Moline, LLC dba River House Bar & Grill in conjunction with “Chillin’ in the Courtyard,” on Saturday, August 10, 2024, from 8:00 a.m. until 5:00 p.m. and Saturday, September 14, 2024, from 8:00 a.m. until 5:00 p.m., in accordance with the terms of this License and all applicable laws and regulations.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property for outdoor service of alcoholic liquor and food in conjunction with “Chillin’ in the Courtyard,” on Saturday, August 10, 2024, from 8:00 a.m. until 5:00 p.m. and Saturday, September 14, 2024, from 8:00 a.m. until 5:00 p.m., in accordance with the terms of this License and all applicable laws and regulations.

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 propriety, ownership, possessory, possessatory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is from on Saturday, August 10, 2024, from 8:00 a.m. until 5:00 p.m. and Saturday, September 14, 2024, from 8:00 a.m. until 5:00 p.m.

FEE: The City acknowledges receipt of good and valuable consideration for this License.

CONDITIONS: LICENSEE shall obtain and maintain, for the entire term of the Licensing Agreement, an Option 1 Outdoor Use supplement to its City of Moline liquor license in accordance with Section 4-3314 of the City of Moline Code of Ordinances.

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

LICENSEE shall be the primary insured.

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

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

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY: City of Moline
619 16th Street,
Moline, IL 61265

WITH A COPY TO: Mark R. Heinle
Ancel Glink, P.C.
1979 N. Mill St., Suite 207
Naperville, IL 60563

IF TO LICENSEE: Dan Whitaker
Finney's of Moline LLC
dba River House Bar & Grill
1610 River Drive
Moline, IL 61265

WITH A COPY TO:

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

LICENSEE:

FINNEY'S OF MOLINE, LLC
dba River House Bar & Grill

By: _____
Dan Whitaker

Date: _____

CITY OF MOLINE, ILLINOIS:

a Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

AGENDA ITEM DETAIL
June 18, 2024

Sidewalk Snow Removal Program (Denver Schmitt, Director of Public Works)

SUGGESTED ACTION:

ATTACHMENTS: [INFO PW Adela-Denver-Sidewalk Snow Removal Program - EXP
xg.pdf](#)

INFORMATIONAL: Sidewalk Snow Removal Program (Denver Schmitt, Director of Public Works)

EXPLANATION: Informational item for the Council pertains to implementing a Sidewalk Snow Removal Program, which aims to assist residents of Moline comply with the City ordinance. Per SEC. 28-1100 which states that homeowners must have their sidewalk cleared from snow 12 hours after cessation of a snowfall, or if snowfall ceases in the nighttime, within twelve hours (12) after sunrise. The Sidewalk Snow Removal Program will benefit Moline residents 62 years or older, who cannot afford to pay a contractor to assist them and Moline residents with a physical disability. The program will be volunteer-based, composed of not-for-profit organizations, neighbors, and staff. The program will run on a first come first serve basis, residents will be required to fill out an application, and volunteers will be required to fill out a waiver. There will be no cost to the city; volunteers must provide their supplies/equipment. The program aims to ensure pedestrian safety and accessibility during winter, especially around schools.

AGENDA ITEM DETAIL
June 18, 2024

Committee-of-the-Whole and Council meeting minutes of June 4, 2024, and appointments made at Committee-of-the-Whole on June 18, 2024.

SUGGESTED ACTION: Approval

ATTACHMENTS: [2024-06-04 COW-Council Minutes \(draft\).pdf](#)



MOLINE COMMITTEE-OF-THE-WHOLE/ COUNCIL MINUTES

Tuesday, June 04, 2024

6:00 PM

City Hall

Council Chambers - 2nd Floor

619 16th Street

Moline, IL 61265

Committee-of-the-Whole Call to Order

- PRESENT:** Mayor Sangeetha Rayapati (*Chair*)
Aldersperson Alvaro Macias (*Ward 2*)
Aldersperson Abdur Razzaque (*Ward 3*)
Aldersperson Matt Timion (*Ward 4*)
Aldersperson Jessica Finch (*Ward 5*)
Aldersperson Daniel McNeil (*Ward 6*)
Aldersperson Anna Castro (*Ward 7*)
Aldersperson James Patrick Schmidt (*Aldersperson At-Large*)
- ABSENT:** Aldersperson Debbie Murphy (*Ward 1*)
Bob Vitas, City Administrator
- STAFF:** Barry Dykhuizen, Assistant City Administrator
Stephanie Murphy, City Clerk
Lori Ulloa, Assistant Director of Finance *~electronically*
David Dryer, Director of Engineering *~electronically*
Eric Griffith, Director of Parks & Recreation *~electronically*
Chris Mathias, Director of Community & Economic Development *~electronically*
Tony Loete, Director of Utilities
Denver Schmitt, Director of Public Works
Leah Madsen, Director of Human Resources
Darren Gault, Chief of Police
Steve Regenwether, Fire Chief
David Rowatt, Information Technology Manager
K.J. Whitley, Community Development Manager *~electronically*
Dawn Temple, Management Analyst & Grant Coordinator
- OTHERS:** David Silverman, Corporation Counsel
Joshua Shimkus, Dispatch/Argus
Craig DeVrieze, Illowa Construction Labor & Management Council

Mayor Rayapati called the meeting to order at 6:00 p.m. in Council Chambers.

Roll Call

Roll call was taken with Mayor Rayapati, Alderspersons Macias, Razzaque, Timion, Finch, McNeil, Castro, and Schmidt present. Absent: Aldersperson Murphy

Board Appointments

Mayor’s appointment of Silas Inskeep to the Special Service Area #5 Board to fill the unexpired term of Mitch Geurink expiring January 1, 2025.

Mayor’s appointment of John Huber to the Special Service Area #5 Board for a 2-year term expiring January 1, 2026.

Mayor's appointment of Annette LeZotte to the Historic Preservation Commission for a full 3-year term expiring April 30, 2027.

Mayor Rayapati reminded everyone that board appointments for SSA #5 are brought forward by Kirk Marske, Moline Centre Manager.

Public Comment

Pete McDermott voiced his concerns regarding the persistent noise problem at O’Keefe’s Sports Pub and Grub, located at 1331 5th Avenue. McDermott asked for consideration for changes in that area to address the noise problem.

Janice Ward shared that she believes her son, Jared Gonzalez, a former City employee, was wrongfully terminated.

Kenlee McConaghy shared that she believes her brother, Jared Gonzalez, a former City employee, was wrongfully terminated.

Questions on the Agenda

None.

Agenda Items

7.1 A Resolution authorizing a grant to Renew Moline for the amount of \$2,000 from the Special Events Fund to assist in the re-activation of the Historic Block Courtyard space for two “Chillin’ in the Courtyard” events scheduled to take place at the Historic Block Courtyard on Saturday August 10, 2024, and September 14, 2024. Barry Dykhuizen, Assistant City Administrator, reported that Renew Moline is working to reactive the Historic Block Courtyard space. The funds are being requested to cover things such as dumpsters, entertainment, portable restrooms, and other incidentals. A motion was made by Alderperson Finch to approve. Seconded by Alderperson Macias. Motion passed unanimously.

7.2 A Resolution approving a special event that is sponsored by Tudi’s Tribe for the Gabe’s Gift Memorial 5K & 1-Mile Fun Run event scheduled for Saturday, September 7, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event. Barry Dykhuizen, Assistant City Administrator, reported that the Gabe’s Gift Memorial 5K & 1-Mile Fun Run is an event that has been vetted by the Special Events committee in previous years. A motion was made by Alderperson Finch to approve. Seconded by Alderperson Castro. Motion passed unanimously.

7.3 A Resolution approving a special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 15, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event. Barry Dykhuizen, Assistant City Administrator, reported the Porch Party has been vetted by the Special Events Committee and approval is recommended. A motion

was made by Alderperson Macias to approve. Seconded by Alderperson Finch. Motion passed unanimously.

7.4 A Resolution approving a special event that is sponsored by Quad Cities Running Club in conjunction with the TBK Quad Cities Marathon for event setup and 1-mile race post party scheduled for Friday, September 20, 2024 through Saturday, September 21, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event. Barry Dykhuizen, Assistant City Administrator, shared that because of a conflict for the designated set up time period, the marathon is relocating some of their post-race events to Bass Street Landing, Stoney Creek, and some of the right of ways in that area. A motion was made by Alderperson Finch to approve. Seconded by Alderperson Macias. Motion passed unanimously.

7.5 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Miller Trucking and Excavating Company, for Project #1453, 2024 Trenchless Water Main Project, for the amount of \$473,627.80. Tony Loete, Director of Utilities, reported that this item is a water main replacement project which is in the 3400-3500 Block of 50th Street. There is a particularly troublesome section of the City’s water main that has given City crews some troubles over the years. While the project is over budget, the City does want to proceed with this project due to the troublesome nature of this water main. The finances have been scrutinized to ensure that although reserves are being used, the finances will remain within the reserves threshold. A motion was made by Alderperson Finch to approve. Seconded by Alderperson Schmidt. Discussion held. Motion passed unanimously.

7.6 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with McCarthy Improvement Company, for Project #1451, 48th Street Reconstruction, for the amount of \$1,066,539.20. David Dyer, Director of Engineering, reported that this project is the 48th Street reconstruction in Ward 6 of approximately 1,180 feet of street including new concrete pavement and new underground utilities. The condition of the utilities is largely driving the project. McCarthy came in below bid at \$1,066,539.20. The project is under budget by \$328,461. It is a new street on a steep hill and it will be a good project to take care of some of the utilities. It is recommended to proceed with the project as designed. A motion was made by Alderperson Finch to approve. Seconded by Alderperson Razzaque. Discussion held. Motion passed unanimously.

7.7 A Resolution authorizing the Mayor and City Clerk to execute and attest to a School Liaison Officers Agreement between the City of Moline and the Board of Education of Moline – Coal Valley School District No. 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2024-2025 school year. Darren Gault, Chief of Police, reported that this is an annual agreement. The cost sharing agreement is updated annually based on the actual dollars of the officers who are assigned there. The City of Moline Police Department continues to have a great relationship with the Moline-Coal Valley School District and wants that relationship to continue. A motion was made by Alderperson Finch to approve. Seconded by Alderperson Castro. Motion passed unanimously.

Informational

8.1 June 2024 Status & Information Report. Barry Dykhuizen, Assistant City Administrator, acknowledged Human Resources for rolling out Moline U, an enhanced employee orientation process. Dykhuizen reported the opening of the Riverside Riverside pool is a great highlight for the community. Mayor Rayapati shared that she is happy with the new Moline U program. Mayor spoke with a newer

employee who was very thankful for that program. She also shared that she enjoyed seeing the confirmation of the City's lowest levy rate in 30 years. Mayor has followed up on a couple permits related to local liquor licensees and the rental licensing program. She is in the process of getting some information from staff back on those items and will share the details when they become available. Last, Mayor discussed that in the near future there will be an update on the Level Up program.

8.2 Defense Community Infrastructure Program Grant Submittal. Dawn Temple, Management Analyst & Grant Coordinator, presented a brief overview of the 16th Street Viaduct Deck Replacement project. The grant opportunity offers significant mutual benefits to the City of Moline and Rock Island Arsenal by restoring defense-related critical infrastructure. The notice of funding was issued on March 28, 2024 and proposals are due June 17, 2024. The highest scoring applications will be invited to submit the final application by August 8, 2024. The grants must be awarded, counter signed, and obligated no later than September 30, 2024 and construction must begin within one year.

This project, formerly known as the City of Moline Critical Bridge Connectivity Project for Rock Island Arsenal, has been a collaborative endeavor. The request for funds is approximately \$11.5 million. Due to its rural status of under 100,000 residents, no match will be required except for soft costs which include design and engineering. These costs were previously approved by Council and are included in the FY24 budget. If received, this would be the largest grant in the City's history and represents a significant investment into downtown Moline.

In conclusion, the DCIP grant offers a unique opportunity to enhance the City of Moline's infrastructure through the re-decking of the 16th Street overpass. Discussion held. Barry Dykhuizen, Assistant City Administrator, thanked David Dryer, Director of Engineering, and Dawn Temple, Management Analyst & Grant Coordinator, for all of their work on the grant project.

Adjournment of the Committee-of-the-Whole and Council Call to Order

Pledge of Allegiance

Invocation

There was no Invocation.

Roll Call

Roll call was taken with Mayor Rayapati, Alderpersons Macias, Razzaque, Timion, Finch, McNeil, Castro, and Schmidt present. Absent: Alderperson Murphy.

Consent Agenda

Approval of Minutes

Committee-of-the-Whole, Council and Executive Session meeting minutes of May 21, 2024, and appointments made at Committee-of-the-Whole on June 4, 2024.

Second Reading Ordinances

14.1 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by adding Ninth Street, on the east side, from Railroad Avenue south for a distance of 110 feet.

14.2 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by adding

Thirteenth Street, on the east side, at the 11th Avenue intersection for a distance of 78.5 feet.

14.3 An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 5 thereof, “ALL-WAY STOP INTERSECTIONS,” by adding Eighth Avenue and Thirty-sixth Street.

14.4 An Ordinance amending Chapter 25, “PLANNING AND DEVELOPMENT,” of the Moline Code of Ordinances, Section 25-2100, “OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION,” by enacting thereto an amendment to the Comprehensive Plan, Appendix Q, entitled “Avenue of the Cities Corridor Plan, Future Land Use Map,” incorporated therein as a portion of Zone 4 [page 11] (southwest corner of Avenue of the Cities and 44th Street).

14.5 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, “MAP OF STANDARD ZONING DISTRICTS” (2307 44th Street).

Resolutions

15.1 1078-2024 A Resolution amending the annual meetings schedule for 2024 to reflect the new meeting time of the Keep Moline Beautiful Commission, to be held at 4:00 p.m. on the second Thursday of each month, effective June 2024, and authorizing City staff to do all things necessary to notify the media of the amended 2024 annual meetings schedule.

15.2 1079-2024 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Trixie Rox Designs LLC to install, use and maintain pan faces in existing wall sign for advertising/identification purposes only above the entrance of 3156 Avenue of the Cities Moline, Illinois, that will overhang public right-of-way.

15.3 1080-2024 A Resolution authorizing the Mayor to execute a Parking Lease Agreement with Monarch Investment and Management Group to lease thirty-six (36) parking spaces at the rate of \$35/space located in Lot “R” to provide parking for the LeClaire Apartments, located at 421 19th Street Moline, Illinois and approving the waiver of the parking lease fees from April 2020 through March 2023.

Omnibus Vote

Aldersperson Timion, seconded by Aldersperson Castro, moved to approve and adopt, by omnibus vote, these items. Motion carried on roll call with the following vote: ayes: Alderspersons Finch, McNeil, Castro, Schmidt, Macias, Razzaque, and Timion; nays: none.

Non-Consent Agenda

Resolutions

17.1 1081-2024 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Miller Trucking and Excavating Company, for Project #1453, 2024 Trenchless Water Main Project, for the amount of \$473,627.80.

Approved. Aldersperson Finch, seconded by Aldersperson Schmidt, moved to approve Council Bill 1081-2024. Motion carried on roll call with the following vote: ayes: Alderspersons Finch, McNeil, Castro, Schmidt, Macias, Razzaque, and Timion; nays: none.

17.2 1082-2024 A Resolution authorizing the Mayor and City Clerk to execute and attest to a

contract with McCarthy Improvement Company, for Project #1451, 48th Street Reconstruction, for the amount of \$1,066,539.20.

Approved. Alderperson Finch, seconded by Alderperson Razzaque, moved to approve Council Bill 1082-2024. Motion carried on roll call with the following vote: ayes: Alderpersons Finch, McNeil, Castro, Schmidt, Macias, Razzaque, and Timion; nays: none.

17.3 1083-2024 A Resolution authorizing the Mayor to execute a Joint Funding Agreement for Federally Funded Construction for Motor Fuel Tax (MFT) Section Number 14-00267-00-BT, Mississippi River Trail, for the amount of \$373,440.00 and approving a Resolution for Improvement Under the Illinois Highway Code for Motor Fuel Tax (MFT) Section Number 14-00267-00-BT, Mississippi River Trail, appropriating funds for the City’s local match for construction of a shared-use path, for the amount of \$373,440.00.

Approved. Alderperson Timion, seconded by Alderperson Finch, moved to approve Council Bill 1083-2024. Motion carried on roll call with the following vote: ayes: Alderpersons Finch, McNeil, Castro, Schmidt, Macias, Razzaque, and Timion; nays: none.

Non-Consent Agenda

First Reading Ordinances

18.1 An Ordinance amending Chapter 34, “WATER AND SEWERS,” of the Moline Code of Ordinances, Section 34-2102, “SERVICE CONNECTIONS” and Section 34-2114, “MAINTENANCE OF SERVICE PIPES,” to address service line replacement responsibility pursuant to compliance with the Illinois Lead Service Line Replacement and Notification Act.

Advanced. Alderperson Schmidt, seconded by Alderperson Castro, moved to advance Item #18.1 to second reading. Discussion held. Motion carried on roll call with the following vote: ayes: Alderpersons Finch, McNeil, Castro, Schmidt, Macias, Razzaque, and Timion; nays: none.

Miscellaneous Business

Mayor Rayapati thanked everyone who was able to join in on the events this past week. Mayor updated everyone on the Bi-State Commission and subsidiary committees discuss. One thing the City has been working on is purchasing more biodegradable materials. The City does bulk purchasing with Bi-State Commission. The City of Moline was one of the only cities to take their survey and share its interests related to the purchasing of biodegradable products. At the Bi-State Commission meeting, Mayor was told they will share what Moline is interested in purchasing with the other entities to see if any of them are interested in joining in on that effort.

Alderperson Macias stated it is summertime and a lot of great events are happening. Macias is happy to see the downtown activated and all of the great activities. He has had positive comments on the mini pitch at Stephens Park.

Alderperson Timion indicated there was wonderful Ward 4 meeting. Timion thanked City staff who came out, noting that it was very informative. There are a lot of projects going on in Ward 4. Timion also shared that he also went to Humility Homes’ half-day Immersion Experience program. This event shared an inside perspective on the challenges faced by the homeless community in the Quad Cities. Timion highly suggests this program to anyone who wishes to get a small glimpse of being unhoused and the struggle it takes to get out of that hole. Timion thanked Humility Homes for offering the program.

Tony Loete, Director of Utilities, reported that the Environmental Protection Agency presented their draft

intended whereby they communicate how they are going to use the drinking water state revolving loan funds. Moline has made that list. They set aside just under \$2.3 million in principal loans for us.

Public Comment

There was no additional public comment.

Adjournment of City Council

Upon motion of Alderperson Castro, seconded by Alderperson Finch, the Council meeting adjourned at 6:43 p.m.

The next regularly scheduled City Council meeting is on June 11, 2024. View recorded meetings at <http://www.moline.il.us/remotecouncil>

Respectfully submitted,

Stephanie Murphy

Stephanie Murphy, City Clerk

DRAFT

AGENDA ITEM DETAIL

June 18, 2024

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by adding Ninth Street, on the east side, from Railroad Avenue south for a distance of 110 feet.

SUGGESTED ACTION: Approval

ATTACHMENTS: [03 ENG ORD1 Phillips-Dryer - Extending Parking Prohibited Anytime Ninth Street - EXP.pdf](#)
[03 ENG ORD1 Phillips-Dryer - Extending Parking Prohibited Anytime Ninth Street - CB x.pdf](#)
[03 ENG ORD1 Phillips-Dryer - Extending Parking Prohibited Anytime Ninth Street - ATT1.pdf](#)
[03 ENG ORD1 Phillips-Dryer - Extending Parking Prohibited Anytime Ninth Street - ATT2 \(MAP\).pdf](#)

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by adding Ninth Street, on the east side, from Railroad Avenue south for a distance of 110 feet.

Explanation: The Traffic Engineering Committee received a request to extend the prohibited parking on the east side of Ninth Street, south of Railroad Avenue, an additional fifty (50) feet to the south. The business owner of 339 9th Street recently installed a new driveway and overhead door on 9th Street, and is requesting parking be restricted on the east side of 9th Street in front of the driveway, as driveway access is difficult if there are vehicles parked there. The Traffic Engineering Committee discussed and approved this change at its May 7, 2024 meeting.

Upon review of the current Code of Ordinances, it was found that the current prohibited parking area on the east side of 9th Street was not in the ordinance. Therefore, staff is requesting this location be added to the Code of Ordinances.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No. _____

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by adding Ninth Street, on the east side, from Railroad Avenue south for a distance of 110 feet.

WHEREAS, the Traffic Engineering Committee reviewed this recommendation at a meeting held on May 7, 2024, and recommends approval; and

WHEREAS, there is an existing no parking area on 9th Street; however, upon review, this area was found to not be included in the current Code of Ordinances; and

WHEREAS, this area will be added to the Code of Ordinances and extended on site as recommended by the Traffic Engineering Committee.

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 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by adding Ninth Street, on the east side, from Railroad Avenue south for a distance of 110 feet.

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 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____
City Clerk

MINUTES

Traffic Engineering Committee

Tuesday, May 7, 2024

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.

ROLL CALL

Laura Klauer, Chairperson

BOARD MEMBER	PRESENT	ABSENT
Laura Klauer	X	
David Dryer	X	
Josh Whiting	X	
Matt Russell		X
Kris Johnson	X	
Hollan Phillips	X	
Momen Mokhtar	X	
Eric Wells (PD)	X	

APPROVAL OF MINUTES

Traffic Engineering Committee meeting minutes of March 21, 2024: PASSED

AGENDA ITEMS

1. Owner of 339 9th Street is requesting the “no parking here to corner” on east side of street, be moved further south to allow vehicles to access adjacent driveway.

Explanation: Business owner had a driveway put in at this property approximately 5 months ago. He states when a vehicle is parked adjacent from the driveway, it sometimes prevents larger trucks or small trailers, from accessing the business. He is requesting the “no parking here to corner” sign be moved further south, approximately 20 feet from its current placement.

Staff Recommendation: Residents on this block have parking available in the rear of homes and a parking lot on the northeast corner of 9th Street. David Dryer made motion to extend “no parking here to corner” further south past the business driveway. Eric Wells seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

2. Citizen request to add stop sign on north end of alley between 13th and 14th Street, entering onto 7th Avenue.

Explanation: Motorists are not stopping at this intersection and rolling onto 7th Avenue. Concern for collisions.

Staff Recommendation: David Dryer made motion to add a stop sign at this intersection. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

3. Citizen request to reduce speed limit to 20 mph on 35th Street (between 37th Ave and 35th Ave), 35th Avenue (between 35th St and 38th St), 35th Avenue (between 35th St and 34th St), and 37th Avenue (between 36th St and 37th St).

Staff Recommendation: Average speed on all streets/avenues was under 30 mph. The committee does not recommend lowering the speed limit to 20 mph. David Dryer made motion to install permanent radar speed boards only on 35th Street, mid-block on west side of street, and continue to monitor. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

4. Citizen request to add No Parking signs at intersection of 11th Avenue and 13th Street.

Explanation: Concern of visibility issues at this intersection. There is visible damage done to curbs and sidewalks from vehicles maneuvering through intersection.

Staff Recommendation: Kris Johnson made motion to add “no parking between signs” on 13th Street, end of each radius of 11th Avenue, for a total distance of 78.5 feet between signs. David Dryer seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

5. Resident concern with line of sight issues at intersection of 8th Avenue and 36th Street.

Explanation: Resident in this area states she’s had many near misses at this intersection as she travels on 36th Street, approaching 8th Avenue.

Staff Recommendation: Visibility at this intersection is low. Eric Wells made motion to make this intersection an all-way stop. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

6. Resident requested speed reduction on 38th Avenue, between 41st and 53rd Street.

Explanation: Received request to reduce speed from 40mph to 35mph on 38th Avenue, between 41st and 53rd Street. Resident expressed difficulty when entering onto 38th Avenue from 49th Street.

Staff Recommendation: Speed data analysis showed the average speed at this location being 40 mph. David Dryer made motion to keep the speed of 40 mph and investigate cross street warning signs. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

Meeting Adjourned 2:23 p.m.

Next Traffic Committee Meeting to be held June 4, 2024

Submitted by:
Hollan Phillips, Administrative Coordinator - Engineering

Extending Parking Prohibited 9th Street

Current



Extended



AGENDA ITEM DETAIL

June 18, 2024

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by adding Thirteenth Street, on the east side, at the 11th Avenue intersection for a distance of 78.5 feet.

SUGGESTED ACTION: Approval

ATTACHMENTS: [04 ENG ORD2 Phillips-Dryer - Parking Prohibited Anytime Thirteenth Street - EXP.pdf](#)
[04 ENG ORD2 Phillips-Dryer - Parking Prohibited Anytime Thirteenth Street - CB x.pdf](#)
[04 ENG ORD2 Phillips-Dryer - Parking Prohibited Anytime Thirteenth Street - ATT1.pdf](#)
[04 ENG ORD2 Phillips-Dryer - Parking Prohibited Anytime Thirteenth Street - ATT2 \(MAP\).pdf](#)

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by adding Thirteenth Street, on the east side, at the 11th Avenue intersection for a distance of 78.5 feet.

Explanation: The Traffic Engineering Committee received a request to amend the current prohibited parking on Thirteenth Street. The concern is that the narrow width of 13th Street makes it difficult for vehicles to turn onto or off 11th Avenue, and this becomes more difficult if a vehicle is parked on the east side of 13th Street through the limits of the intersection. The Traffic Engineering Committee discussed and approved this change at its May 7, 2024 meeting.

Staff Recommendation: Approval

Fiscal Impact: N/A

Council Bill/General Ordinance No. _____

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by adding Thirteenth Street, on the east side, at the 11th Avenue intersection for a distance of 78.5 feet.

WHEREAS, vehicles have a difficult time turning onto or off of 13th Street at 11th Avenue because of the narrow width of 13th Street; and

WHEREAS, restricting parking through the intersection will make these turning movements easier; and

WHEREAS, the Traffic Engineering Committee reviewed this recommendation at a meeting held on May 7, 2024, and recommends approval.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by adding Thirteenth Street, on the east side, at the 11th Avenue intersection for a distance of 78.5 feet.

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 18, 2024
Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____
City Clerk

MINUTES

Traffic Engineering Committee

Tuesday, May 7, 2024

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.

ROLL CALL

Laura Klauer, Chairperson

BOARD MEMBER	PRESENT	ABSENT
Laura Klauer	X	
David Dryer	X	
Josh Whiting	X	
Matt Russell		X
Kris Johnson	X	
Hollan Phillips	X	
Momen Mokhtar	X	
Eric Wells (PD)	X	

APPROVAL OF MINUTES

Traffic Engineering Committee meeting minutes of March 21, 2024: PASSED

AGENDA ITEMS

1. Owner of 339 9th Street is requesting the “no parking here to corner” on east side of street, be moved further south to allow vehicles to access adjacent driveway.

Explanation: Business owner had a driveway put in at this property approximately 5 months ago. He states when a vehicle is parked adjacent from the driveway, it sometimes prevents larger trucks or small trailers, from accessing the business. He is requesting the “no parking here to corner” sign be moved further south, approximately 20 feet from its current placement.

Staff Recommendation: Residents on this block have parking available in the rear of homes and a parking lot on the northeast corner of 9th Street. David Dryer made motion to extend “no parking here to corner” further south past the business driveway. Eric Wells seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

2. Citizen request to add stop sign on north end of alley between 13th and 14th Street, entering onto 7th Avenue.

Explanation: Motorists are not stopping at this intersection and rolling onto 7th Avenue. Concern for collisions.

Staff Recommendation: David Dryer made motion to add a stop sign at this intersection. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

3. Citizen request to reduce speed limit to 20 mph on 35th Street (between 37th Ave and 35th Ave), 35th Avenue (between 35th St and 38th St), 35th Avenue (between 35th St and 34th St), and 37th Avenue (between 36th St and 37th St).

Staff Recommendation: Average speed on all streets/avenues was under 30 mph. The committee does not recommend lowering the speed limit to 20 mph. David Dryer made motion to install permanent radar speed boards only on 35th Street, mid-block on west side of street, and continue to monitor. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

4. Citizen request to add No Parking signs at intersection of 11th Avenue and 13th Street.

Explanation: Concern of visibility issues at this intersection. There is visible damage done to curbs and sidewalks from vehicles maneuvering through intersection.

Staff Recommendation: Kris Johnson made motion to add “no parking between signs” on 13th Street, end of each radius of 11th Avenue, for a total distance of 78.5 feet between signs. David Dryer seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

5. Resident concern with line of sight issues at intersection of 8th Avenue and 36th Street.

Explanation: Resident in this area states she’s had many near misses at this intersection as she travels on 36th Street, approaching 8th Avenue.

Staff Recommendation: Visibility at this intersection is low. Eric Wells made motion to make this intersection an all-way stop. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

6. Resident requested speed reduction on 38th Avenue, between 41st and 53rd Street.

Explanation: Received request to reduce speed from 40mph to 35mph on 38th Avenue, between 41st and 53rd Street. Resident expressed difficulty when entering onto 38th Avenue from 49th Street.

Staff Recommendation: Speed data analysis showed the average speed at this location being 40 mph. David Dryer made motion to keep the speed of 40 mph and investigate cross street warning signs. Josh Whiting seconded motion. Motion passes.

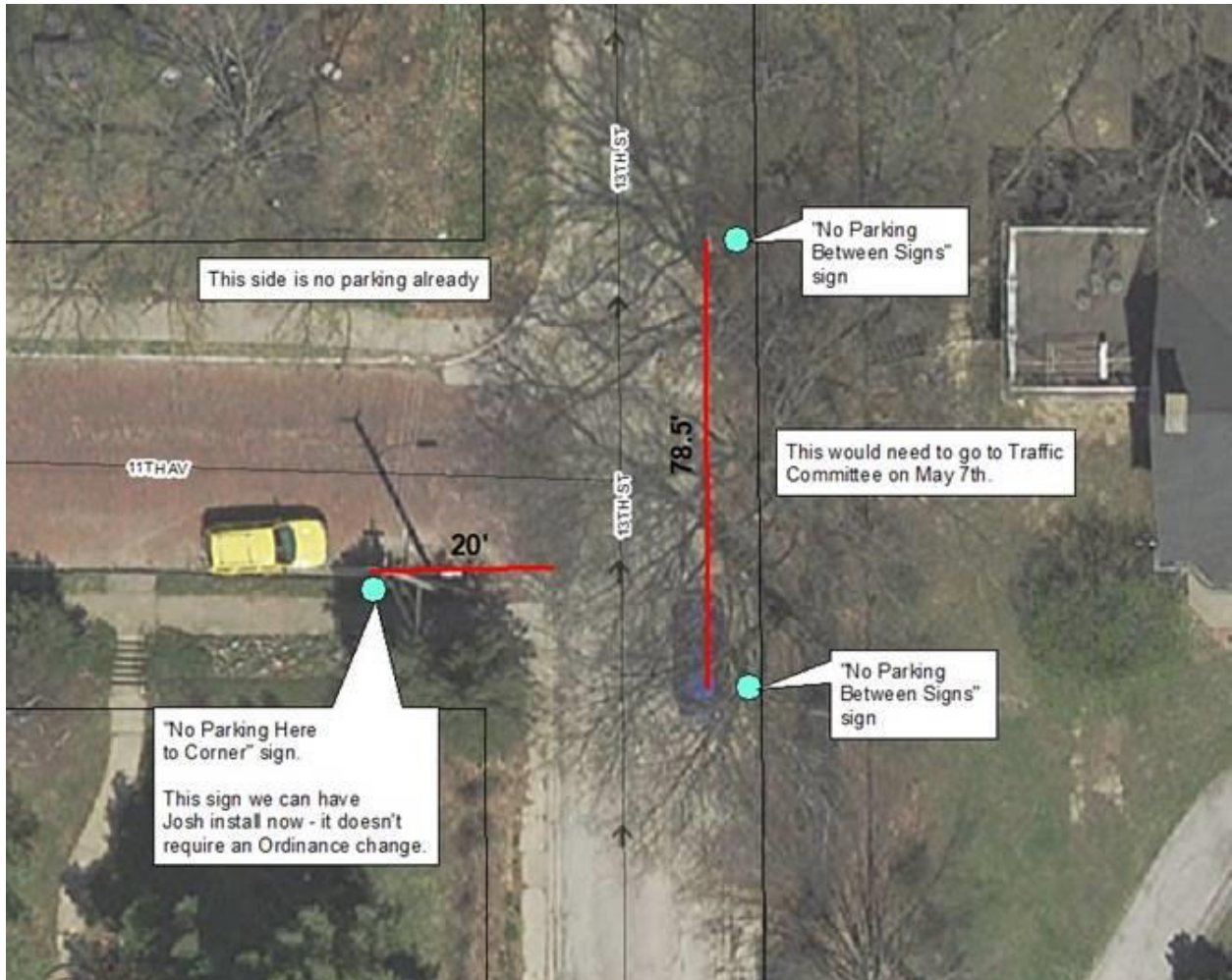
Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

Meeting Adjourned 2:23 p.m.

Next Traffic Committee Meeting to be held June 4, 2024

Submitted by:
Hollan Phillips, Administrative Coordinator - Engineering

Parking Prohibited 13th Street



AGENDA ITEM DETAIL

June 18, 2024

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 5 thereof, “ALL-WAY STOP INTERSECTIONS,” by adding Eighth Avenue and Thirty-sixth Street.

SUGGESTED ACTION: Approval

ATTACHMENTS: [05 ENG ORD3 Phillips-Dryer - All-Way Stop Intersection of 8th Avenue and 36th Street - EXP.pdf](#)
[05 ENG ORD3 Phillips-Dryer - All-Way Stop Intersection of 8th Avenue and 36th Street - CB x.pdf](#)
[05 ENG ORD3 Phillips-Dryer - All-Way Stop Intersection of 8th Avenue and 36th Street - ATT1.pdf](#)
[05 ENG ORD3 Phillips-Dryer - All-Way Stop Intersection of 8th Avenue and 36th Street - ATT2 \(MAP\).pdf](#)

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 5 thereof, “ALL-WAY STOP INTERSECTIONS,” by adding Eighth Avenue and Thirty-sixth Street.

Explanation: The Traffic Engineering Committee received a request to review the intersection of 8th Avenue and 36th Street for line of sight issues as there have been several near miss accidents at this location. The Traffic Engineering Committee discussed this intersection at their March and May meetings and recommends converting this intersection to an all-way stop due to poor line of sight issues and low visibility of oncoming traffic.

Staff Recommendation: Approval

Fiscal Impact: N/A

Council Bill/General Ordinance No. _____

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," by adding Eighth Avenue and Thirty-sixth Street.

WHEREAS, vehicles have low visibility of oncoming traffic at this intersection; and

WHEREAS, the Traffic Engineering Committee reviewed this recommendation at a meeting held on May 7, 2024, and recommends approval.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 5 thereof, "ALL-WAY STOP INTERSECTIONS," is hereby amended by adding Eighth Avenue and Thirty-sixth 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 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____

City Clerk

MINUTES

Traffic Engineering Committee

Tuesday, May 7, 2024

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.

ROLL CALL

Laura Klauer, Chairperson

BOARD MEMBER	PRESENT	ABSENT
Laura Klauer	X	
David Dryer	X	
Josh Whiting	X	
Matt Russell		X
Kris Johnson	X	
Hollan Phillips	X	
Momen Mokhtar	X	
Eric Wells (PD)	X	

APPROVAL OF MINUTES

Traffic Engineering Committee meeting minutes of March 21, 2024: PASSED

AGENDA ITEMS

1. Owner of 339 9th Street is requesting the “no parking here to corner” on east side of street, be moved further south to allow vehicles to access adjacent driveway.

Explanation: Business owner had a driveway put in at this property approximately 5 months ago. He states when a vehicle is parked adjacent from the driveway, it sometimes prevents larger trucks or small trailers, from accessing the business. He is requesting the “no parking here to corner” sign be moved further south, approximately 20 feet from its current placement.

Staff Recommendation: Residents on this block have parking available in the rear of homes and a parking lot on the northeast corner of 9th Street. David Dryer made motion to extend “no parking here to corner” further south past the business driveway. Eric Wells seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

2. Citizen request to add stop sign on north end of alley between 13th and 14th Street, entering onto 7th Avenue.

Explanation: Motorists are not stopping at this intersection and rolling onto 7th Avenue. Concern for collisions.

Staff Recommendation: David Dryer made motion to add a stop sign at this intersection. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

3. Citizen request to reduce speed limit to 20 mph on 35th Street (between 37th Ave and 35th Ave), 35th Avenue (between 35th St and 38th St), 35th Avenue (between 35th St and 34th St), and 37th Avenue (between 36th St and 37th St).

Staff Recommendation: Average speed on all streets/avenues was under 30 mph. The committee does not recommend lowering the speed limit to 20 mph. David Dryer made motion to install permanent radar speed boards only on 35th Street, mid-block on west side of street, and continue to monitor. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

4. Citizen request to add No Parking signs at intersection of 11th Avenue and 13th Street.

Explanation: Concern of visibility issues at this intersection. There is visible damage done to curbs and sidewalks from vehicles maneuvering through intersection.

Staff Recommendation: Kris Johnson made motion to add “no parking between signs” on 13th Street, end of each radius of 11th Avenue, for a total distance of 78.5 feet between signs. David Dryer seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

5. Resident concern with line of sight issues at intersection of 8th Avenue and 36th Street.

Explanation: Resident in this area states she’s had many near misses at this intersection as she travels on 36th Street, approaching 8th Avenue.

Staff Recommendation: Visibility at this intersection is low. Eric Wells made motion to make this intersection an all-way stop. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

6. Resident requested speed reduction on 38th Avenue, between 41st and 53rd Street.

Explanation: Received request to reduce speed from 40mph to 35mph on 38th Avenue, between 41st and 53rd Street. Resident expressed difficulty when entering onto 38th Avenue from 49th Street.

Staff Recommendation: Speed data analysis showed the average speed at this location being 40 mph. David Dryer made motion to keep the speed of 40 mph and investigate cross street warning signs. Josh Whiting seconded motion. Motion passes.

Board Member	Aye	Nay
Laura Klauer	X	
Josh Whiting	X	
Eric Wells	X	
Kris Johnson	X	
David Dryer	X	

Meeting Adjourned 2:23 p.m.

Next Traffic Committee Meeting to be held June 4, 2024

Submitted by:
Hollan Phillips, Administrative Coordinator - Engineering

All-Way Stop Intersection 8th Avenue and 36th Street

West Bound



North Bound





AGENDA ITEM DETAIL

June 18, 2024

An Ordinance amending Chapter 25, “PLANNING AND DEVELOPMENT,” of the Moline Code of Ordinances, Section 25-2100, “OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION,” by enacting thereto an amendment to the Comprehensive Plan, Appendix Q, entitled “Avenue of the Cities Corridor Plan, Future Land Use Map,” incorporated therein as a portion of Zone 4 [page 11] (southwest corner of Avenue of the Cities and 44th Street).

SUGGESTED ACTION: Approval

ATTACHMENTS: [06 CED ORD1 Savanna-Foley - Comp Plan Amendment - EXP.pdf](#)
[06 CED ORD1 Savanna-Foley - Comp Plan Amendment - CB x.pdf](#)
[06 CED ORD1 Savanna-Foley - Comp Plan Amendment - ATT.pdf](#)

An Ordinance amending Chapter 25, “PLANNING AND DEVELOPMENT,” of the Moline Code of Ordinances, Section 25-2100, “OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION,” by enacting thereto an amendment to the Comprehensive Plan, Appendix Q, entitled “Avenue of the Cities Corridor Plan, Future Land Use Map,” incorporated therein as a portion of Zone 4 [page 11] (southwest corner of Avenue of the Cities and 44th Street).

Explanation: The Plan Commission held a public hearing on this proposed Comprehensive Plan Amendment on May 8, 2024, to consider a Future Land Use Map Amendment. The subject tract of land, consisting of 3 lots, currently has two buildings (a dry-cleaning establishment and an outbuilding). The dry-cleaning business is located on Lot 1 (4320 Avenue of the Cities) and the outbuilding on Lot 3 dates to 1980. Lots 2 and 3, south of Lot 1, had each previously contained residential dwellings that were removed in 1993 and 1994. Subsequent to the removal of the residence on Lot 3, the outbuilding on it was tied to the existing business, located on Lot 1 and has been part of the business since 1992, per building records. The Comprehensive Plan and Future Land Use Map were adopted in 2001 and amended in 2019 by the Avenue of the Cities Corridor Plan, the latter of which changed the three-lot site into Neighborhood Commercial; High Density Residential; and Single Family Detached Residential. Mixed future land use designations and the related mixed zoning leads to uncertainties for making commercial improvements to the site, since the outbuilding is a nonconforming use. If it were destroyed by a calamity, it would not be eligible for rebuilding. The proposed change in the Comprehensive Plan Future Land Use Map is required prior to consideration of a request to reclassify the zoning (on Lot 3), and, in this case, to make the existing zoning on two parcels consistent with the Comprehensive Plan. This will provide more certainty in relation to operation of the existing business on this site. Following the public hearing, the Plan Commission voted unanimously to recommend approval of the proposed future land use map amendment.

Staff Recommendation:	Approval
Plan Commission Recommendation:	Approval with a vote of 9-0
Fiscal Impact:	N/A

Council Bill/General Ordinance No. _____-2024

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 25, “PLANNING AND DEVELOPMENT,” of the Moline Code of Ordinances, Section 25-2100, “OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION,” by enacting thereto an amendment to the Comprehensive Plan, Appendix Q, entitled “Avenue of the Cities Corridor Plan, Future Land Use Map,” incorporated therein as a portion of Zone 4 [page 11] (southwest corner of Avenue of the Cities and 44th Street).

WHEREAS, the City Council adopted the Official Comprehensive Plan and Future Land Use Map on November 13, 2001; and

WHEREAS, the City Council amended the Comprehensive Plan and Future Land Use Map on September 17, 2019, with the adoption of “Appendix Q,” entitled the “Avenue of the Cities Corridor Plan,” which contains the amended Future Land Use Map for the Corridor; and

WHEREAS, the Plan Commission has received property owners’ petition for a Comprehensive Plan, Future Land Use Map Amendment, sufficient in form and content, pursuant to Chapter 35, “Zoning and Land Development,” Section 35-2202(e) of the Moline Code of Ordinances (hereinafter “Moline Zoning and Land Development Code”); and

WHEREAS, notice of a public hearing on said reclassification of zoning, was published as a quarter-page display ad in The Dispatch/Rock Island Argus on April 23, 2024, and proper notice was given to surrounding property owners within 250 feet of the subject property; and

WHEREAS, a public hearing was convened by the Plan Commission on May 8, 2024, on which date the Plan Commission closed the public hearing and, pursuant to the findings of fact attached as **Exhibit A** and, by this reference, made a part of this Ordinance, recommended approval of the proposed future land use map amendment; and

WHEREAS, this Council finds and declares that a change of the future land use designation — from *Neighborhood Commercial; High Density Residential; and Single Family Detached Residential* — to *Regional Commercial* — will be consistent with respect to the purposes, intents, and goals embodied in the Moline Code of Ordinances, Chapter 25, Article II “Official Comprehensive Plan” and Appendix Q “Avenue of the Cities Corridor Plan” and Future Land Use Map thereof.

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 future land use designation of *Neighborhood Commercial; High Density Residential; and*

Single Family Detached Residential — to *Regional Commercial* as provided under Section 35-2202 of the Moline Zoning and Land Development Code:

A 0.52-acre tract of land, more or less, legally described as Lots 1, 2, and 3 in Mueller’s 23rd Avenue Addition, located in a portion of the East Half of the Southeast Quarter of Section Three (3) in Township Seventeen (17) North, Range (1) West of the Fourth Principal Meridian, situated in the City of Moline, South Moline Township, Rock Island County, Illinois (PINs 17-03-427-001, -002, and 003), locally addressed as 4320 Avenue of the Cities and 2303 & 2307 44th Street

Section 2 – That the change in the above-described territory is graphically represented in and attached as **Exhibit B**.

Section 3 – That the foregoing amendment was made after public hearing, of which due notice by publication and by mail to property owners within 250 feet of said territory was given, held before the Moline Plan Commission pursuant to the requirements of the Moline Zoning and Land Development Code, and at the report of said 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

June 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____
City Clerk

EXHIBIT A — FINDINGS OF FACT

In accordance with the Moline Zoning and Land Development Code, Section 35-2202 and 35-2202(c), Comprehensive Plan Amendment Review Criteria, Plan Commission enters the following findings of fact into the record:

- (1) There was an error in the original Plan such then existing facts, projects, or trends (that were reasonably foreseeable) were not accounted for;**

When the Comprehensive Plan update was adopted in 2001, Lots 2 and 3 were vacant and the Plan Commission at the time opted to designate these as single family residential future land use. Individual property owners were not explicitly notified (by mail) of the proposed designations at that time, since this was a city-wide policy initiative. The zoning, which regulates permissible uses, remained uniformly commercial (until 2006). As stated in the background above, all three lots were associated with the commercial business located on Lot 1, while the previous residential uses on Lots 2 and 3 had been removed prior to 2001. It does not appear that the historical nuances in the use of the lots were fully accounted for in 2001.

- (2) Events subsequent to the adoption of the Plan have invalidated the original premises and findings;**

The situation of the subject three lots was altered slightly by the future land use designation adjustments in the Avenue of the Cities Corridor Future Land Use Map by bifurcating the commercial portion of the subject tract of land into regional and neighborhood designations; although the commercial business utilization of the site as a whole had not changed.

- (3) The character and/or condition of the area has changed enough that the amendment is acceptable;**

The factors identified under criterion (2) above apply equally under this criterion.

- (4) Public and community facilities are adequate to serve the type and scope of land use proposed;**

Adequate, high-quality public facilities and services are presently available in this area and have been for many years.

- (5) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use;**

The supply of land available in the area reflects a variety of commercial uses, such as retail space, offices, professional services, and in-vehicle sales and service. Changes in the future land use designations and zoning of the subject tract have unnecessarily reduced the commercial viability of the existing (not proposed) business enterprise here.

- (6) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment; and**

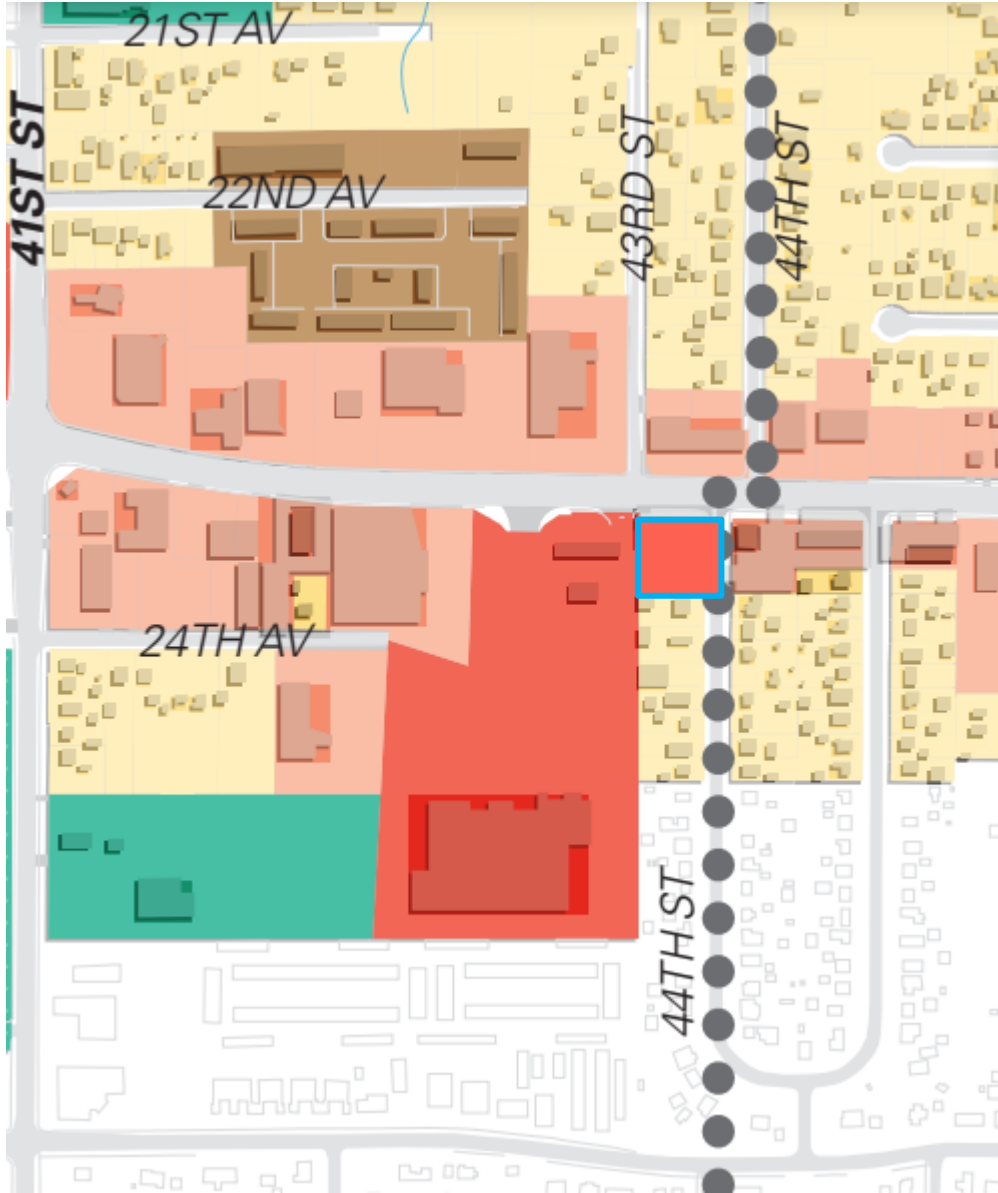
The proposed amendment, if coupled with the rezoning of Lot 3, will allow the *de facto* commercial use of the existing business to remain viable, reduce uncertainty, and allow reasonable improvements to be made to the property. Lot 3 is not well-suited to residential use(s). Evidence supporting this assertion include that the former residential dwelling on the lot was not demolished, but rather was moved to another part of the city, according to building permit records.

(7) The change is consistent with all other goals and policies of the Plan, including applicable special area, neighborhood, and corridor plans that are not the subject of the amendment.

The proposed amendment is generally consistent with Chapter 7, Goal (3) of the *2001 Comprehensive Plan*: Goal (3) Business Development and Retention: “*Promote development of new businesses and institutions as well as the retention and expansion of existing establishments in Moline.*” And the proposed zoning will meet the *2019 Avenue of the Cities Corridor Plan* strategy to “reinforce the uniformity of urban design” by encouraging the unification and improvement of the subject commercial site.

EXHIBIT B

FUTURE LAND USE MAP AMENDMENT GRAPHIC



Legend

City of Moline
Municipal Limit

Zone Boundary

Subarea Plan

Single Family
Detached Residential

Multi-Family Residential

Neighborhood
Commercial

Regional Commercial

Mixed-Use

Office/Research/Tech

Industrial

Institutional

Schools

Parks / Open Space

Area enabling
higher-density residential
developments.

Area mixed with office
and residential uses.

Subject property

STAFF REPORT
Department of Community and Economic Development
Comprehensive Plan Map Amendment
2024-11-PC

GENERAL INFORMATION

Owner/Applicant: Kay Reet Real Estate LLC (current owner); and
722 Rose Street, LLC, La Crosse, Wisc. (prospective owner)

Requested Action: **Comprehensive Plan: Future Land Use Map Amendment**
From: NEIGHBORHOOD COMMERCIAL; HIGH DENSITY RESIDENTIAL; and SINGLE FAMILY DETACHED RESIDENTIAL
To: REGIONAL COMMERCIAL

Location/Address: Southwest corner of Avenue of the Cities and 44th Street, addressed as 4316/4320 Avenue of the Cities; and 2303/2307 44th Street

PINs: 17-03-427-001, -002 and -003 (Lots 1, 2 and 3, Mueller’s 23rd Ave Addition subdivision)

Size of Tract: Lots 2 and 3 +/- 0.32 of an acre (0.52 of an acre including Lot 1)

Existing Land Use: Commercial sales and service (cleaners and associated outbuilding)

Surrounding Land Uses: North: Commercial retail sales and services
South: Residential
East: Commercial services (restaurant)
West: Commercial sales and services (convenience store with gasoline sales and Hy-Vee grocery store)

EXISTING FUTURE-LAND-USE DESIGNATION: NEIGHBORHOOD COMMERCIAL; HIGH DENSITY RESIDENTIAL; and SINGLE FAMILY DETACHED RESIDENTIAL

SURROUNDING FUTURE-LAND-USE DESIGNATIONS: North: NEIGHBORHOOD COMMERCIAL
South: SINGLE FAMILY DETACHED RESIDENTIAL
East: NEIGHBORHOOD COMMERCIAL
West: REGIONAL COMMERCIAL

Public Notice: Notice of Public Hearing was published as a ¼-page ad in the *Dispatch-Argus* on the 23rd of April, 2024.

BACKGROUND

The subject tract of land, consisting of 3 lots, currently has two buildings (a dry-cleaning establishment and an outbuilding). The record year-built for the commercial building(s) on Lot 1 (4320 Avenue of the Cities) is 1968, and the outbuilding on Lot 3 dates to 1980, according to assessor records. (A building on Lot 1 addressed as 4316 Ave/Cities was demolished circa 1999.) Lots 2 and 3 had previously each contained residential dwellings that were removed in 1993 and 1994. Subsequent to the removal of the residence on Lot 3, the outbuilding on it was tied to the existing business, located on Lot 1 at 4320 Avenue of the Cities. This business has been located on this site since 1992, per building records. To be clear, three lots/parcels have comprised the business tract of land over the same period (PINs 17-03-427-001, -002 and -003). The prospective owner wants to continue the operation of a cleaning business and intends to eventually make improvements to the property. Mixed future land use designations and the related mixed zoning leads to uncertainties for making such improvements, since the outbuilding is a nonconforming use. If it were destroyed by a calamity, it would not be eligible for rebuilding. The proposed change in the *Comprehensive Plan Future Land Use Map* is required prior to consideration of a request to reclassify the zoning, and, in this case, to make the existing zoning on two parcels consistent with the Comprehensive Plan. The Future Land Use Map was last amended for the subject property in 2019 with adoption of the *Avenue of the Cities Corridor Plan*. Previous to that the 2001 Comprehensive Plan governed all future land use designations.

ANALYSIS AND REVIEW CRITERIA (see Sec. 35-2202 and (c) Review Criteria)

All proposed amendments to the text of the Comprehensive Plan or Future Land Use Map shall comply with the provisions of this section. Any proposed development that is inconsistent with the existing goals and policies of the Comprehensive Plan or Future Land Use Map shall receive approval of a Comprehensive Plan amendment prior to approval of any other development permit.

The applicant may propose that the amendment be considered concurrently with any development review process (e.g., a rezoning or subdivision), or that the Plan amendment be considered separately.

*The City shall amend the Plan only if it finds that the specific amendment is consistent with the overall purpose and intent of the adopted Plan. Keeping in mind the broad legislative and other authorities of the City to consider all relevant factors, the decision whether or not to amend the Plan shall consider, at a minimum (**in bold**), whether:*

- (1) **There was an error in the original Plan such then existing facts, projects, or trends (that were reasonably foreseeable) were not accounted for;**

When the Comprehensive Plan update was adopted in 2001, Lots 2 and 3 were vacant and the Plan Commission at the time opted to designate these as single family residential future land use. Individual property owners were not explicitly notified (by mail) of the proposed designations at that time, since this was a city-wide policy initiative. The zoning, which regulates permissible uses, remained uniformly commercial (until 2006). As stated in the background above, all three lots were associated with the commercial business located on Lot 1, while the previous residential uses on Lots 2 and 3 had been removed prior to 2001. It does not appear that the historical nuances in the use of the lots were fully accounted for in 2001.

(2) Events subsequent to the adoption of the Plan have invalidated the original premises and findings;

The situation of the subject three lots was altered slightly by the future land use designation adjustments in the Avenue of the Cities Corridor Future Land Use Map by bifurcating the commercial portion of the subject tract of land into regional and neighborhood designations; although the commercial business utilization of the site as a whole had not changed.

(3) The character and/or condition of the area has changed enough that the amendment is acceptable;

The factors identified under criterion (2) above apply equally under this criterion.

(4) Public and community facilities are adequate to serve the type and scope of land use proposed;

Adequate, high-quality public facilities and services are presently available in this area and have been for many years.

(5) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use;

The supply of land available in the area reflects a variety of commercial uses, such as retail space, offices, professional services, and in-vehicle sales and service. Changes in the future land use designations and zoning of the subject tract have unnecessarily reduced the commercial viability of the existing (not proposed) business enterprise here.

(6) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment; and

The proposed amendment, if coupled with the rezoning of Lot 3, will allow the de facto commercial use of the existing business to remain viable, reduce uncertainty, and allow reasonable improvements to be made to the property. Lot 3 is not well-suited to residential use(s). Evidence supporting this assertion include that the former residential dwelling on the lot was not demolished, but rather was moved to another part of the city, according to building permit records.

(7) The change is consistent with all other goals and policies of the Plan, including applicable special area, neighborhood, and corridor plans that are not the subject of the amendment.

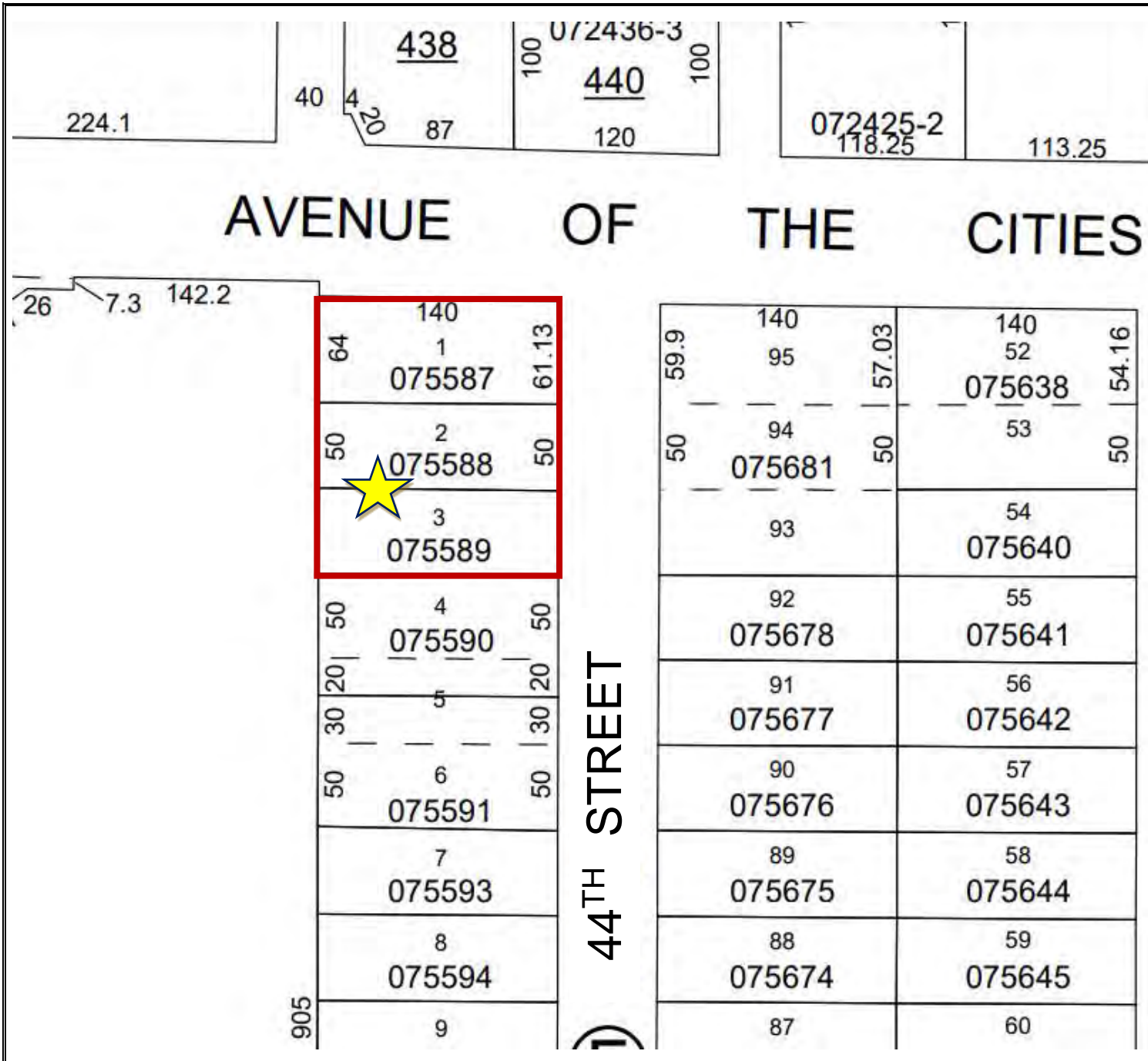
The proposed amendment is generally consistent with Chapter 7, Goal (3) of the *2001 Comprehensive Plan*: Goal (3) Business Development and Retention: “Promote development of new businesses and institutions as well as the retention and expansion of existing establishments in Moline.” And the proposed zoning will meet the *2019 Avenue of the Cities Corridor Plan* strategy to “reinforce the uniformity of urban design” by encouraging the unification and improvement of the subject commercial site.

STAFF RECOMMENDATION

Staff recommends approval of the Comprehensive Plan Future Land Use Map Amendment from Neighborhood Commercial; Regional Commercial; and Single Family Detached Residential, to Regional Commercial as being consistent with the purposes and intent of the *2001 Comprehensive Plan* and the *2019 Avenue of the Cities Corridor Amendment*.

ATTACHMENTS

1. Tax Parcel exhibit (location map)
2. Future Land Use Map
3. Aerial photo exhibit(s)
4. Application documents group
5. Public hearing notice documents group



PLAN COMMISSION
Tax Parcel Exhibit

2024-12-PC
2024 MAY 8th



Subject Properties

PINs: 17-03-427-001, -002,
 and -003

Lots 1, 2, & 3, Mueller's 23rd
 Ave Addition subdivision

CITY OF MOLINE
**COMMUNITY & ECONOMIC
 DEVELOPMENT DEPARTMENT**



2024-11 PC – FUTURE LAND USE MAP AMENDMENT



Legend

-  City of Moline Municipal Limit
-  Zone Boundary
-  Subarea Plan
-  Single Family Detached Residential
-  Multi-Family Residential
-  Neighborhood Commercial
-  Regional Commercial
-  Mixed-Use
-  Office/Research/Tech
-  Industrial
-  Institutional
-  Schools
-  Parks / Open Space
-  Area enabling higher-density residential developments.
-  Area mixed with office and residential uses.
-  Subject property

Applicant: Kay Reet Real Estate LLC (current owner); and 722 Rose Street, LLC (prospective owner)

Property PINs: 17-03-427-001, 002, & -003 **Addresses:** 4320 Ave of the Cities and 2303/2307 44th Street

Area: PINs 002 and 003 +/- 0.32 of an acre (with PIN 001 +/- 0.52 of an acre)

Current Land Use: Neighborhood Commercial; High Density Residential; and Single Family Detached Residential

Proposed Land Use: Regional Commercial.



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COMP PLAN MAP AMENDMENT

APR 17 2024

APPLICATION For Comprehensive Plan Land Use Map Amendment

Date: 4/17/2024

Case #: 2024-11-PC

\$500.00 Application Fee
(NON-REFUNDABLE)

Pre App 4/17/24

APPLICANT:

Name: MARY KAY ECKERT Marguerite Nelson Interest in Property: OWNERS

Address: 4320 Avenue of the Cities Moline, IL 61265

Phone: 309-781-7794 Email: John.corelis@gmail.com

LEGAL DESCRIPTION OF PROPERTY (from deed or survey). For multiple properties, attach separate sheets.

lots 1, 2 & 3 MUELLER 23rd Avenue Addition to the City of Moline, IL

also known as 4316, 4320 Avenue of the Cities
(address)

APPLICANT REQUEST:

The applicant petitions the Plan Commission to consider a Future Land Use Map amendment to the Comprehensive Plan of the City of Moline, Illinois.

The applicable Sections of the Moline Code of Ordinances are §25-2100 and §35-2201—2202, and _____

The request is to change the existing comprehensive plan showing R-2 high density residential to B-3 commercial consistent with the front 2 lots, lots 1 & 2 Mueller 23rd Avenue Addition to the City of Moline to make the 3 lots consistent. m Lot 3

REVIEW CRITERIA. Please respond to the following review criteria.

The City shall amend the Plan only if it finds that the specific amendment is consistent with the overall purpose and intent of the adopted Plan. Keeping in mind the broad legislative and other authorities of the City to consider all relevant factors, the decision whether or not to amend the Plan shall consider, at a minimum, whether:

- There was an error in the original Plan such that existing facts, projects, or trends (that were reasonably foreseeable) were not accounted for.

All 3 tracts were purchased at the same time to accommodate the growth plan for the building. The building was originally built for Georgia's Classic Cleaners by Bob Blomberg and purchased to continue with the family business by the family consisting of Mary Kay and Marguerite, daughters and Ted Spungetis, son. The property had continued in business from 1967 to date. The owners are ready to retire and have a buyer to continue the business as a cleaning business.

2. Events subsequent to the adoption of the Plan have invalidated the original premises and findings.
 The applicants requested the former residential portion of the property (rear lots) to B-4 ~~and the~~ to accommodate expanding the business but circumstances arose that delayed expansion plans.

3. The character and/or condition of the area has changed enough that the amendment is acceptable.
 The 3 lots ~~are~~ adjacent to Hwy 100 on the west by Hwy 100 which is very deep in B-3 on one side and 3 lots deep on the east side is B-3 for a restaurant. The requested action will make the the zoning line at the rear consistent with the East property.

4. Public and community facilities are adequate to serve the type and scope of land use proposed.
 The building presently has adequate facilities.

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 APR 17 2024

5. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use.
 The site has adequate land and access for the proposed use.

6. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.
 The proposed re-classification will enhance and protect the business owners intended use of the ~~place~~ buildings and consistent with the City requirements.

7. The change is consistent with all other goals and policies of the Plan, including applicable special area, neighborhood, and corridor plans that are not the subject of the amendment.

The change actually makes the property consistent with the corridor plan.

8. Other factors, considerations, and/or remarks:

The property will be conducive for use by the proposed purchaser otherwise not acceptable

(If you have additional comments or documentation, please attach to the application.)

X Maykey Eckert

4-17-24

X Marguerite Nelson

Date: *4-17-24*

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APR 17 2024

Signature of Applicant:

CITY OF MOLINE
COMMUNITY & ECONOMIC
DEVELOPMENT DEPARTMENT

YOUR APPLICATION IS DUE BY 5:00 P.M. ON _____ MEETING.

619 16TH STREET
MOLINE, IL 61265

APPLICANT/OWNER INTERESTED PARTIES DISCLOSURE

Please acknowledge the relationship and specific interest of all interested parties to the requested zoning or subdivision action. If a trust, partnership, corporation or other legal entity is involved in the ownership of the subject property or will benefit or be affected via a pecuniary interest, you must disclose the beneficial owners, partners, corporate officers, or relevant interested parties respectively. Failure to provide a complete and accurate response may render the application incomplete and delay consideration.

Entity name (if applicable): KAY E REET REAL ESTATE, LLC

Name JOHN J. CORELIS
Address AS AGENT OF OWNER
5111 UTICA RIDGE RD
City, ZIP DAVENPORT, IOWA 52811
Phone 309-721-1064 Title MI Real Comerd
Ownership Percentage 0% 309-721-1064

Name Marquette Nelson
Address 4320 Avenue of the Cities
City, ZIP Moline, IL 61265
Phone 309-762-5537 Title Managing Member
Ownership Percentage 50%

Name JAMES WILLE
Address 722 ROSE STREET
City, ZIP LACROSSE, WISCONSIN
Phone 608-780-0350 Title PRESIDENT
Ownership Percentage 0% BUT INTENDS

Name Mary Kay Eckert
Address 4320 Avenue of the Cities
City, ZIP Moline Illinois 61265
Phone 309-781-7774 Title Managing Member
Ownership Percentage 50%

TO PURCHASE PROPERTY UNDER
EXISTING TERMS OF PA SUBJECT
Name TO SATISFACTORY REASON
Address Will be 100%

City, ZIP _____
Phone _____ Title _____
Ownership Percentage _____

Name _____
Address _____
City, ZIP _____
Phone _____ Title _____
Ownership Percentage _____

City, ZIP _____
Phone _____ Title _____
Ownership Percentage _____

Name _____
Address _____
City, ZIP _____
Phone _____ Title _____
Ownership Percentage _____

AFFIDAVIT OF NOTICE(S)

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND) ss.
CITY OF MOLINE)

The undersigned, being a City of Moline zoning official, deposes and states:

1. That Kay Reet Real Estate has filed a land development Map Amendment application

relating to the following property:

Address: 2307 44th Street

PIN(s): 17-03-427-003

2. That a public hearing on the application has been scheduled before the City of Moline Plan Commission on May 8, 2024 (Case No 2024-11 - PC).

3. That attached hereto is the *Proof of Publication* of the notice of public hearing, which was published in the Dispatch/Rock Island Argus on April 23, 2024.

4. That attached hereto is a correct map representation of all property owners of record within two hundred fifty (250) feet of such property, as required by the Moline Municipal Code.

5. That, at least fifteen (15) consecutive days prior to the date of the public hearing, City Staff mailed to said property owners by first class mail registered mail certified mail, return receipt requested — a copy of the notice of public hearing, which posted on April 22, 2024. This mailing comprised 22 unique owners of record.

6. That (if applicable) attached hereto are receipts for the certified mailing.

Seán Foley

City Official (Printed)


City Official's Signature

STATE OF INDIANA)
COUNTY OF LAKE)

The undersigned, hereby certifies that Lee Enterprises, Incorporated is a corporation, existing and doing business under the laws of the State of Delaware, licensed to do business in the State of Illinois, is publisher of The Dispatch/Rock Island Argus, and further certifies that the public notice attached hereto, was printed and published in said newspaper 1 time(s) in each week for 1 successive week (s), for publication dates as listed below.

City of Moline
Community & Economic Development Department
619 16TH STREET
MOLINE IL 61265

ORDER NUMBER 181492

LEE ENTERPRISES, further certifies that The Dispatch/Rock Island Argus is now and has been for more than one year continuously, a daily secular newspaper of general circulation published in the City of East Moline, County of Rock Island, State of Illinois, and further certifies that said newspaper has been continuously published at a regular interval of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that The Dispatch/Rock Island Argus is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that the annexed notice is a true copy, and has been regularly published in said paper.

Dated this 2 day of May, 2024.

LEE ENTERPRISES, INCORPORATED
d/b/a THE DISPATCH/ROCK ISLAND ARGUS

By: Nicol Am
Authorized Agent

Section: Legals
Category: 2627 Miscellaneous Notices
PUBLISHED ON: 04/23/2024

TOTAL AD COST: 508.40
FILED ON: 5/2/2024

Christina Palma
NOTARY PUBLIC

My commission expires: _____



Legal Notices

Foreclosure Notices Foreclosure Notices

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT ROCK ISLAND COUNTY, ILLINOIS PERFORMANCE EQUITY PARTNERS, INC., Plaintiff,
vs. YANETH SALAZAR, Defendant.
 CASE NO. 2023LM19
 PROPERTY ADDRESS: 143 W. 16th St, Coal Valley, IL 61240

NOTICE OF PUBLICATION NOTICE IS GIVEN YOU, Yaneth Salazar, Defendant, this case has been commenced in this Court against you and others, asking for possession, title and assignment of the below described tangible personal property held by the Plaintiff on the property located at 143 W. 16th St, Coal Valley, IL 61240, more particularly described as:
 Vehicle Identification Number: 112B1288
 Commonly known as 143 W. 16th St, Coal Valley, IL 61240

YOU ARE REQUIRED TO FILE AN answer in this case, or otherwise file your appearance in this cause in the Office of the Clerk of this Court at the 1317 3rd Avenue, Rock Island, IL 61201 within 30 days, not counting the day of publication; IF YOU FAIL TO ANSWER AND ESTABLISH ANY DEFENSE THAT YOU MAY HAVE, THEN YOU MAY BE PRECLUDED FROM ASSERTING SUCH DEFENSE OR THE CLAIM ON WHICH IT IS BASED IN ANY OTHER PROCEEDING OR ACTION, A FINAL JUDGMENT MAY BE ENTERED IF THE COURT FINDS THAT THE PLAINTIFF HAS MADE THE REQUISITE SHOWING, AND THE RESULT OF THAT FINAL JUDGMENT SHALL BE THE LOSS OF THE MANUFACTURED HOME RESIDENT'S HOME.

CLERK OF THE COURT THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
 Heavner, Bevers & Mihlar, LLC
 Attorneys at Law
 P.O. Box 740
 Decatur, IL 62525
 Send Notice/Headings to:
 Faig Mihlar (#6274069)
 Email: SCHeadings@hsbattys.com
 Telephone: (217) 422-1719
 Facsimile: (217) 421-4696
 Julie Bevers (#6217185) Megan S. Coltur (#639158)
 Faig Mihlar (#6274069) Sarah M. Slack (#6281347)
 Heather M. Giamino (#6299848)
 Veronika J. Miles (#6313161)
 Jason G. Beasley (#6318004)
 Austin Schultz Croom (#6321472)
 Cheryl Cosadine (#624779)
 Karen C. Mich (#6291822)
 Michael N. Varak (#6290529)
 Penny A. Eilers (#6211093)
 Ryan M. Beavers (#6320549)
 Kimberly D. Reno (#6293532)
 Maria C. Sanchez (#6331588)

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563-383-2260

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT ROCK ISLAND COUNTY, ILLINOIS PERFORMANCE EQUITY PARTNERS, INC., Plaintiff,
vs. YANETH SALAZAR, Defendant.
 No. 2023LM19
 NOTICE OF REPLEVIN HEARING TO Yaneth Salazar, 143 W. 16th St, Coal Valley, IL 61240

CLASS.QConline.com

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 Antique glassware and furniture moving need to sell 309-230-0289

Furniture
 BOGO Free 2 Indoor/Outdoor Brown Rattan Chairs w/ushie cushions, heavy duty mint cond. Cash & Carry \$425, No texts, 309-207-5113

Paul and JoAnn Danzer Estate Sale
 24126 124th Ave Illinois City, IL Friday April 26 9-4 Saturday April 27 9-12
 Collection of hand tools, saws, Hit chair, curio cabinets, bar stools, misc. chairs, tables, ALLURE walk in tub, Judy Beier artwork, glassware and misc. items

Wanted to Buy
 WANTED: Antiques, postcards, coins, toys, photos, pottery, salt & pepper shakers, vintage Pyrex, costume jewelry, 563-608-2891

WANTED: Now buying standing timber, walnut and white oak. No yard trees, 319-361-0371.

Dogs

Midwest Family Dobermans are pleased to announce 2 new litters of Doberman Pinschers born 3/13/24 and 3/29/24. We have rare Black Melanistic (solid black) Fawn Melanistic (salt & tan) and our standard black/and red/and, Pups are very reasonable in price and come with dew claws removed, tail docked, dewaxed, 1st set of shots, AKC papers and a health exam from vet. If u have any further questions please contact (cell or text) Mike at (309) 737-6495.

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 2008 Forest River Cardinal 5th Wheel Camper Fully loaded 4 season use, and every feature from Forest River at 2008. Many extra features inc. \$13,900 obo. Call or text 563-565-8787

2014 Honda Sunova Model 53C, 34' 18.644 mi., 3 doors, 3 TV's, Service and updates done, 1 owner, \$10,000. CALL 309-781-8482 leave message.

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Ads that don't work are expensive.
DESCRIPTIONS BRING RESULTS!

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NOTICE OF PUBLIC HEARING

Public notice is hereby given that on **Wednesday, May 8, 2024 at 4:00 p.m.**, the Moline Plan Commission will hold a public hearing in the Council Chambers of Moline City Hall, 619 16th Street, to consider a request from Kay Reet Real Estate LLC (current owner) for a FUTURE LAND USE MAP AMENDMENT to the COMPREHENSIVE PLAN/AVENUE of the CITIES CORRIDOR PLAN of a 0.32-acre tract of land, addressed as 4320 Avenue of the Cities and 2303 & 2307 44th Street (PINs 17-03-427-001, -002 and -003),

FROM: NEIGHBORHOOD COMMERCIAL; HIGH DENSITY RESIDENTIAL and SINGLE FAMILY DETACHED RESIDENTIAL TO: REGIONAL COMMERCIAL.

Anyone attending the public hearing will have an opportunity to hear the request and voice comments or concerns to the Plan Commission. Persons wishing to appear as Interested Parties, who wish to present testimony or cross-examine the witnesses presented at the hearing shall identify themselves as such by completing and filing the "Interested Parties Appearance Form" and/or "Public Hearing Cross Examination Registration Form" with Savanna Cruz at City Hall. You can obtain these forms and all application materials online at <https://moline.il.us/1506> (Case # 2024-11-PC) or they are also available at Moline City Hall in the Community & Economic Development Department. You may also call 309-524-2029 for assistance.

MOLINE PLAN COMMISSION
 CITY OF MOLINE, IL
 c/o Savanna Cruz
 Community & Economic Development
 Administrative Assistant
 4/23 181492

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AGENDA ITEM DETAIL

June 18, 2024

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, “MAP OF STANDARD ZONING DISTRICTS” (2307 44th Street).

SUGGESTED ACTION: Approval

ATTACHMENTS: [07 CED ORD2 Savanna-Foley - Rezoning 2307-44th-St - EXP.pdf](#)
[07 CED ORD2 Savanna-Foley - Rezoning 2307-44th-St - CB x.pdf](#)
[07 CED ORD2 Savanna-Foley - Rezoning 2307-44th-St - ATT.pdf](#)

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, “MAP OF STANDARD ZONING DISTRICTS” (2307 44th Street).

Explanation: The Plan Commission held a public hearing on this proposed map amendment on May 8, 2024, to consider reclassification of the subject property from “R-2” One-Family Residence District to “B-3” Community Business District zoning. Historically, the subject parcel was reclassified with the 2006 Comprehensive Zoning Map Amendment from “B-3” Business and Wholesale District to “R-2” One-Family Residence District under the then newly adopted Zoning and Land Development Code and Official Zoning Map. It should be noted that landowners were not mailed specific notice of the zoning reclassification in 2006, since the zoning changes at that time were made citywide. Notices had been published in the newspaper and open house information meetings had been conducted. The reclassification of this parcel now to “B-3” Community Business District zoning will not create any adverse impacts to the neighborhood and will allow continued operation of the existing cleaners business, located just north of this parcel at 4320 Avenue of the Cities (which is under the same ownership). Following the public hearing, the Plan Commission voted unanimously to recommend approval of the proposed zoning reclassification.

Staff Recommendation:	Approval
Plan Commission Recommendation:	Approval with a vote of 9-0
Fiscal Impact:	N/A

Council Bill/General Ordinance No. _____-2024

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, “MAP OF STANDARD ZONING DISTRICTS” (2307 44th Street).

WHEREAS, the Plan Commission has received property owners’ petition for reclassification of zoning, sufficient in form and content; and

WHEREAS, notice of a public hearing on said reclassification of zoning, was published in The Dispatch/Rock Island Argus on April 23, 2024, and proper notice was given to surrounding property owners within 250 feet of the subject property; and

WHEREAS, a public hearing was convened by the Plan Commission on May 8, 2024, on which date the Plan Commission closed the public hearing and, pursuant to the findings of fact attached as **Exhibit A** and, by this reference, made a part of this Ordinance, recommended approval of the proposed map amendment; and

WHEREAS, the City Council finds and declares that a change from “R-2” One-Family Residence District to “B-3” Community Business District zoning will be 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 “R-2” One-Family Residence District, as provided in Section 35-3204 of said Moline Zoning and Land Development Code, to zoning classification “B-3” Community Business District, as provided in Section 35-3310 of said Moline Zoning and Land Development Code:

A 0.16-acre parcel of land, more or less, legally described as Lot 3 in Mueller’s 23rd Avenue Addition, located in a portion of the East Half of the Southeast Quarter of Section Three (3) in Township Seventeen (17) North, Range (1) West of the Fourth Principal Meridian, situated in the City of Moline, South Moline Township, Rock Island County, Illinois (PIN 17-03-427-003), locally addressed as 2307 44th Street.

Section 2 – That the Zoning Administrator 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, as to show that the above-described area is established as above set forth and shall hereinafter be included in the “B-3” Community Business 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 and by mail to property owners within 250 feet of said territory 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

June 18 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____
City Clerk

EXHIBIT A — FINDINGS OF FACT

In accordance with the Moline Zoning and Land Development Code, Section 35-2203 and 35-2203(c), Rezoning Approval Criteria, Plan Commission enters the following findings of fact into the record:

(1) *Whether the existing text or zoning designation was in error at the time of adoption;*

The subject parcel was reclassified in the 2006 comprehensive zoning map amendment from “B-3” Business and Wholesale District to “R-2” One-Family Residence District under the then newly adopted Zoning and Land Development Code. The amendment was consistent with the 2001 Comprehensive Plan/Future Land Use Plan designation of Low Density Residential. At that time, only the outbuilding was situated on the property. The *Avenue of Cities Corridor Plan* (2019) continued in a similar vein, designating the parcel as Single Family Detached Residential. It should be noted that landowners were not mailed specific notice of the zoning reclassification in 2006. Notices were published in the newspaper and open house meetings were conducted. This parcel has been operated as part and parcel of the business at 4320 Avenue of the Cities. It would have made more sense to retain the commercial zoning in 2006. Since the Comprehensive Plan Map Amendment has been approved, the Reclassification of the parcel to “B-3” Community Business District zoning will be consistent with the Comprehensive Plan and would allow the existing business to operate unhindered.

(2) *Whether there has been a change of character in the area or throughout the city due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;*

The subject parcel is located in one of the long-developed, older commercial areas of the city and the only trend has been toward retro-fitting or redevelopment of existing commercial sites. Reclassification of this parcel to “B-3” Community Business District zoning would allow the existing business (or a similar one) to continue.

(3) *Whether the proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district or whether there may be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new zone may generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances;*

The reclassification of this parcel to “B-3” Community Business District zoning will not create any of the adverse impacts cited under this criterion. As stated under criteria (1) and (2) above, the reclassification would allow continued operation of the existing business.

- (4) *Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code, and other City regulations and guidelines;***

The factors cited under criterion (1) above apply to this criterion as well. Additionally, the proposed zoning is generally consistent with Chapter 7, Goal (3) of the *2001 Comprehensive Plan*: Goal (3) Business Development and Retention: “*Promote development of new businesses and institutions as well as the retention and expansion of existing establishments in Moline.*” The proposed zoning will meet the *Avenue of the Cities Corridor Plan* strategy to “*reinforce the uniformity of urban design*” by encouraging the unification and improvement of the commercial site.

- (5) *Whether adequate public facilities and services are available or will be made available concurrent with the projected impacts of development in the proposed zone;***

Adequate, high-quality public facilities and services are presently available in this area and have been for many years.

- (6) *Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs;***

The supply of land available in the area reflects a variety of commercial uses, such as retail space, offices, professional services, and in-vehicle sales and service. This site has been utilized as a commercial accessory use for several years, and, essentially, the zoning reclassification continues the *de facto status quo*.

- (7) *Whether there is a need in the community for the proposal and whether there will be benefits derived by the community or area by the proposed rezoning;***

The factors in criterion (6) are likewise relevant here. Furthermore the reclassification of this parcel to “B-3” Community Business will allow the *de facto* commercial use of the existing business to remain viable, reduce uncertainty, and allow reasonable improvements to be made to the property. The parcel is not well-suited to residential use(s).

Based on the foregoing, The Plan Commission finds the petition meets all seven of the approval criteria contained in Section 35-2203(c) of the Zoning and Land Development Code for Reclassification of Zoning from the “R-2” One-Family Residence District to the “B-3” Community Business District, as well as the purposes and requirements under Section 35-2203 and recommends approval of the same to the Committee-of-the-Whole and City Council.

STAFF REPORT
Department of Community and Economic Development
Reclassification of Zoning
2024-12-PC

GENERAL INFORMATION

Owner/Applicant: Kay Reet Real Estate LLC (current owner); and
722 Rose Street, LLC, La Crosse, Wisc. (prospective owner)

Requested Action: Reclassification of Zoning
From: “R-2” One-Family Residence District
To: “B-3” Community Business District

Location/Address: West side of 44th Street, approximately 114 feet south of Avenue of
the Cities, addressed as 2307 44th Street

PIN: 17-03-427-003 (Lot 3, Mueller’s 23rd Ave Addition subdivision)

Size of Tract: +/- 0.16 of an acre (50 feet wide by 140 feet deep)

Existing Land Use: Commercial accessory (storage building/garage)

Surrounding Land Uses: North: Commercial retail sales and services
South: Residential
East: Commercial services (restaurant)
West: Commercial sales and services (convenience store with
gasoline sales and Hy-Vee grocery store)

Surrounding Zoning: North: “B-3” Community Business District
South: “R-2” One-Family Residence District
East: “B-3” Community Business District
West: “B-3” Community Business District

Public Notice: Notice of Public Hearing was published in the *Dispatch-Argus* on
the 23rd of April, 2024; and
22 letters to parcel owners within 250 feet of the subject tract were
mailed on the 22nd of April, 2024.

BACKGROUND

The subject parcel currently has one building (a garage) that has existed on the site since circa 1980, according to assessor records. The parcel had previously contained a residence that was removed in 1993. The outbuilding was tied to the existing dry cleaning business (George’s Classic

Cleaners), located at 4320 Avenue of the Cities. This business has been located on this site for decades. Three parcels have comprised the business tract of land over the same period (PINs 17-03-427-001, -002 and -003). The prospective owner wants to continue the operation of a cleaning business and intends to eventually make improvements to the property. Mixed zoning leads to uncertainties for making such improvements, since the outbuilding is a nonconforming use. If it were destroyed by a calamity, it would not be eligible for rebuilding.

ANALYSIS AND REVIEW CRITERIA (see Sec. 35-2203 and (c) Approval Criteria)

In determining whether the proposed map amendment shall be approved, the following factors shall be considered:

(1) Whether the existing text or zoning designation was in error at the time of adoption.

The subject parcel was reclassified in the 2006 comprehensive zoning map amendment from “B-3” Business and Wholesale District to “R-2” One-Family Residence District under the then newly adopted Zoning and Land Development Code. The amendment was consistent with the *2001 Comprehensive Plan/Future Land Use Plan* designation of Low Density Residential. At that time, only the outbuilding was situated on the property. The *Avenue of Cities Corridor Plan* (2019) continued in a similar vein, designating the parcel as Single Family Detached Residential. It should be noted that landowners were not mailed specific notice of the zoning reclassification in 2006. Notices were published in the newspaper and open house meetings were conducted. As explained in the background section above, this parcel has been operated as part and parcel of the business at 4320 Avenue of the Cities. It would have made more sense to retain the commercial zoning in 2006. If the proposed Comprehensive Plan Map Amendment is approved, the Reclassification of the parcel to “B-3” Community Business will be consistent with the Comprehensive Plan and would allow the existing business to operate unhindered.

(2) Whether there has been a change of character in the area or throughout the city due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.

The subject tract is located in one of the long-developed, older commercial areas of the city and the only trend has been toward retro-fitting or redevelopment of existing commercial sites. Reclassification of this parcel to “B-3” Community Business would allow the existing business (or a similar one) to continue.

(3) Whether the proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district or whether there may be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new zone may generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

The reclassification of this parcel to “B-3” Community Business will not create any of the adverse impacts cited under this criterion. As stated under criteria (1) and (2), the reclassification would allow continued operation of the existing business.

- (4) Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code, and other City regulations and guidelines.**

The factors cited under criterion (1) above apply to this criterion as well. Additionally, The proposed zoning is generally consistent with Chapter 7, Goal (3) of the *2001 Comprehensive Plan*: Goal (3) Business Development and Retention: “*Promote development of new businesses and institutions as well as the retention and expansion of existing establishments in Moline.*” The proposed zoning will meet the *Avenue of the Cities Corridor Plan* strategy to “reinforce the uniformity of urban design” by encouraging the unification and improvement of the commercial site.

- (5) Whether adequate public facilities and services are available or will be made available concurrent with the projected impacts of development in the proposed zone.**

Adequate, high-quality public facilities and services are presently available in this area and have been for many years.

- (6) Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs.**

The supply of land available in the area reflects a variety of commercial uses, such as retail space, offices, professional services, and in-vehicle sales and service. This site has been utilized as a commercial accessory use for several years, and, essentially, the zoning reclassification continues the de facto status quo.

- (7) Whether there is a need in the community for the proposal and whether there will be benefits derived by the community or area by the proposed rezoning.**

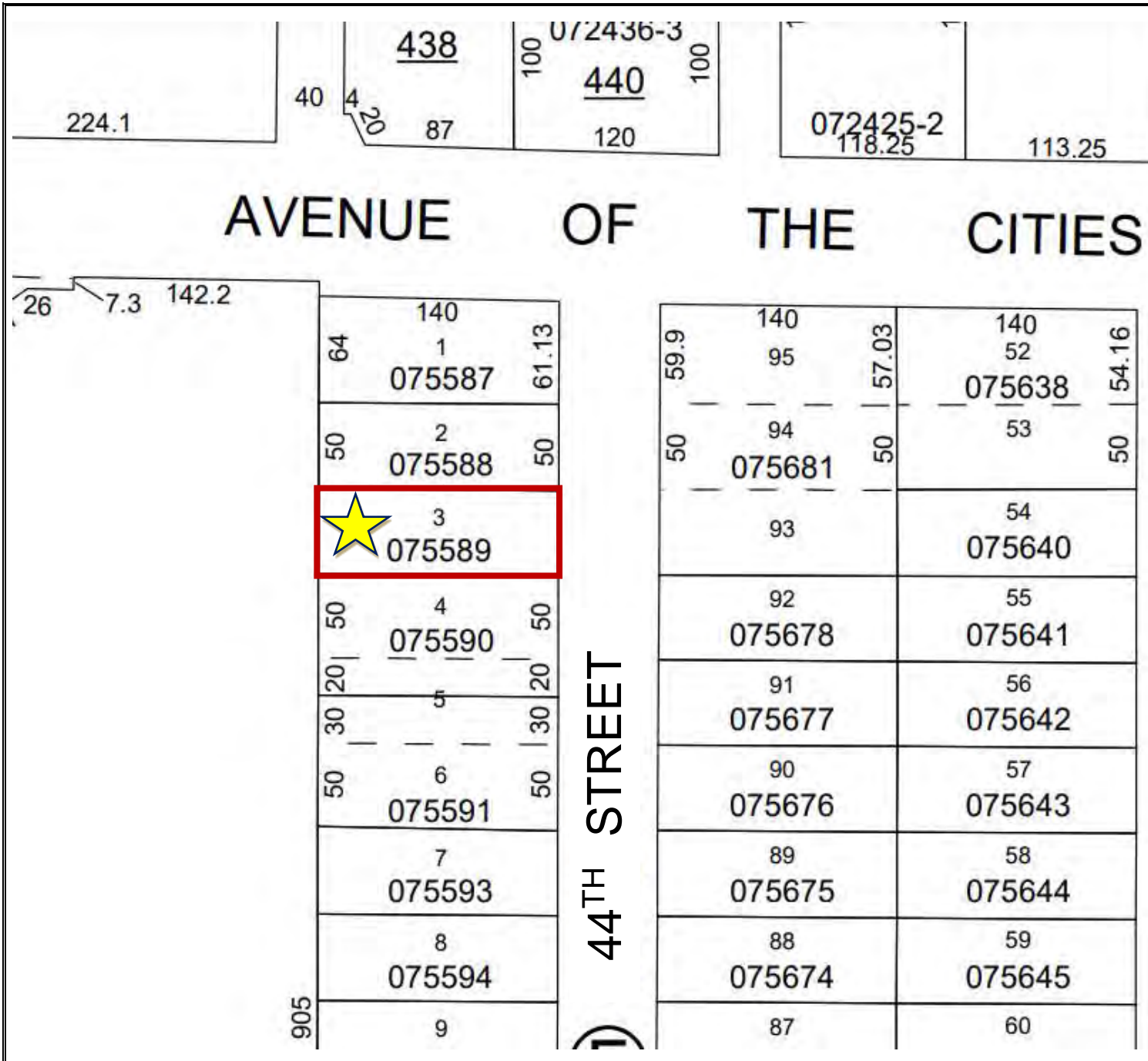
The factors in criterion (6) are likewise relevant here. Furthermore the reclassification of this parcel to “B-3” Community Business will allow the de facto commercial use of the existing business to remain viable, reduce uncertainty, and allow reasonable improvements to be made to the property. The parcel is not well-suited to residential use(s).

STAFF RECOMMENDATION

Staff recommends approval of the reclassification of the subject parcel from “R-2” One-Family Residence District to “B-3” Community Business District. The change is consistent with the Future Land Use recommendation of the Comprehensive Plan, concurrent with the Comprehensive Plan Future Land Use Map Amendment, provided the same is adopted.

ATTACHMENTS

1. Tax Parcel exhibit (location map)
2. Area zoning map
3. Aerial photo exhibit(s)
4. Application documents group
5. Public hearing notices group



PLAN COMMISSION
Tax Parcel Exhibit

2024-12-PC
2024 MAY 8th



Subject Property

2307 44th Street
PIN: 17-03-427-003
Lot 3, Mueller's 23rd Ave Addition subdivision

CITY OF MOLINE
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT





2024-12 PC – REZONING REQUEST

Applicant: Kay Reet Real Estate LLC (current owner);
and 722 Rose Street, LLC (prospective owner)

Property PIN: 17-03-427-003

Address: 2307 44th Street

Zoning: "R-2" One-Family Residence District

Proposed Zoning: "B-3" Community Business District

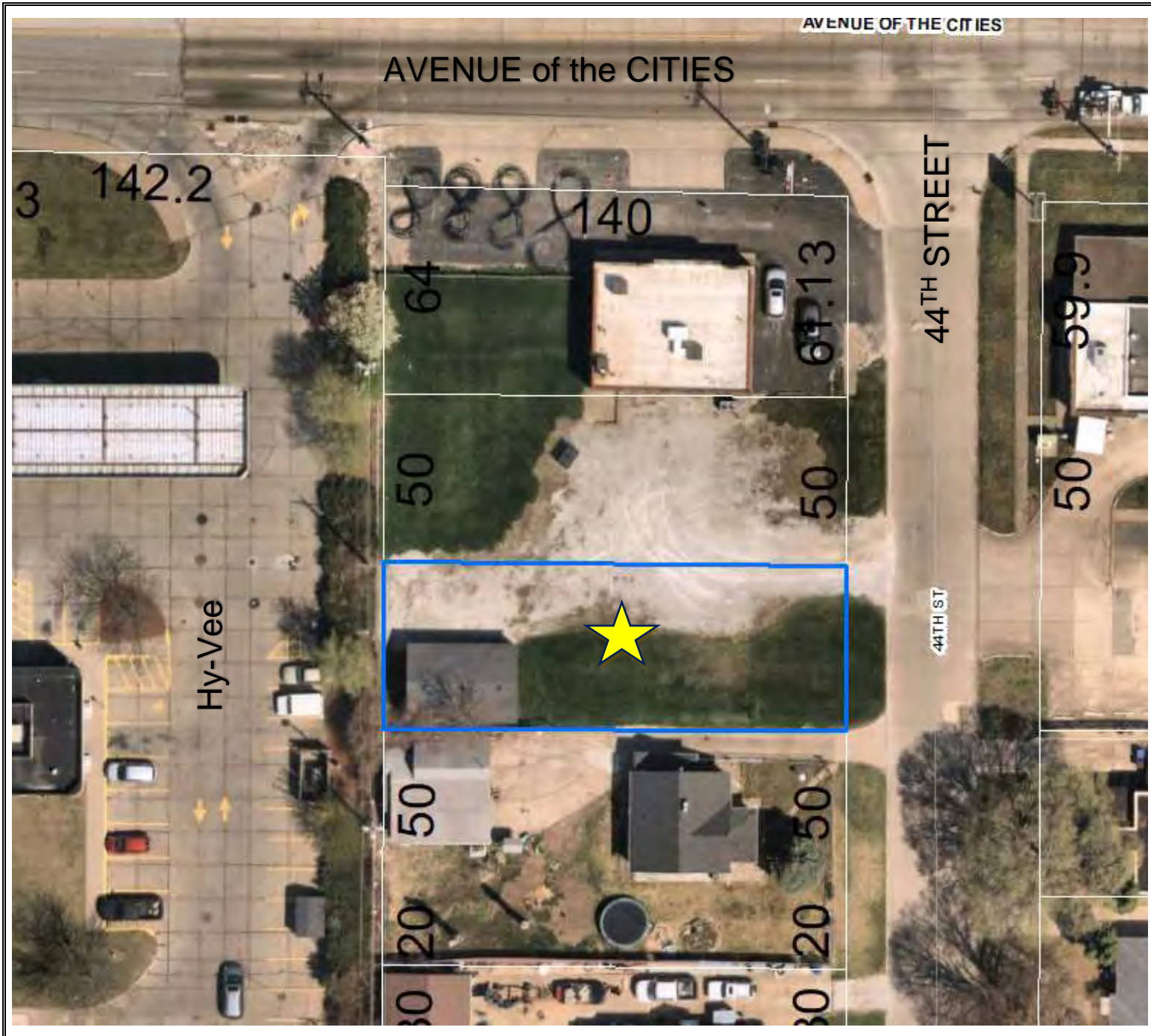
Acres: +/- 0.16 of an acre

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

PLAN COMMISSION: 2024 May 8th

Map: Community and Economic Development Department



PLAN COMMISSION

**Aerial Photo
Exhibit 2**

**2024-12-PC
2024 MAY 8th**

 **Subject Property**

2307 44th Street

PIN: 17-03-427-003

**CITY OF MOLINE
COMMUNITY & ECONOMIC
DEVELOPMENT DEPARTMENT**





APPLICATION FOR AMENDMENT TO ZONING & LAND DEVELOPMENT CODE AND REZONING

(For staff only) PC Case No. _____

Filing Date _____

\$650 Filing Fee (non-refundable) submitted: _____

The undersigned Owner of Record or Agent requests that an amendment be made to the Zoning and Land Development Code of the City of Moline, Illinois.

APPLICATION TYPE (check one)

RE-ZONING. Complete Section 1 and Section 2 below and attach additional documentation if necessary.

TEXT AMENDMENT. Attach a detailed copy of the proposed amendment(s) and complete Section 2 below.

SECTION 1

Legal Description from Deed or Survey (attach additional sheets if necessary):

LOT 3 MUELLER 23RD AVENUE ADDITION TO THE CITY OF MOLINE

Property Location (Street Address): 2307 44TH STREET MOLINE, ILLINOIS

Parcel Number: 17-03-427-003 Total Area (Acres or Square Feet): _____

Present Zoning Classification: R-2

Proposed Zoning Classification: B-3

Present Use: RETAIL / DRY CLEANING Proposed Use: RETAIL / DRY CLEANING

Owner Name: KAY E REET REAL ESTATE, LLC

Owner Mailing Address: 4320 AVENUE OF THE CITIES MOLINE, ILLINOIS 61265

Owner Phone Number: 309-781-7794 Owner Email Address: gcomke1@AOL.COM

SECTION 2

Applicant/Authorized Agent Name: MARY KAY ECKERT

Applicant Mailing Address: 4320 AVENUE OF THE CITIES MOLINE, IL

Applicant Phone Number: 309-781-7794 Applicant Email Address: _____

Signature of Applicant (for text amendment) or Signature of Owner of Record or Authorized Agent (for rezoning)
Note: Authorized Agent must attach written authorization from Owner of Record.

x Mary Kay Eckert

4/11/24

Signature

Date

Mary Kay Eckert 4/11/24
Marguerite Nelson 4-17-24

REQUIRED ATTACHMENT: Interested Party Certificate Form

CITY OF MOLINE

APPLICANT/OWNER INTERESTED PARTIES DISCLOSURE

Please acknowledge the relationship and specific interest of all interested parties to the requested zoning or subdivision action. If a trust, partnership, corporation or other legal entity is involved in the ownership of the subject property or will benefit or be affected via a pecuniary interest, you must disclose the beneficial owners, partners, corporate officers, or relevant interested parties respectively. Failure to provide a complete and accurate response may render the application incomplete and delay consideration.

Entity name (if applicable): KAY & REET REAL ESTATE, LLC

Name	<u>JOHN J. COREUS</u>	Name	<u>Marquette Nelson</u>
Address	<u>AS AGENT OF OWNER 5111 UTICA RIDGE RD</u>	Address	<u>4320 Avenue of the Cities</u>
City, ZIP	<u>DAVENPORT, IOWA 52813</u>	City, ZIP	<u>Moline, IL 61265</u>
Phone	<u>309-721-1064</u>	Phone	<u>309-762-5537</u>
Title	<u>MR Paul Lombardi</u>	Title	<u>Managing Member</u>
Ownership Percentage	<u>0%</u>	Ownership Percentage	<u>50%</u>

Name	<u>JAMES WILCE</u>	Name	<u>Mary Kay Eckert</u>
Address	<u>722 ROSE STREET</u>	Address	<u>4320 Avenue of the Cities</u>
City, ZIP	<u>LACROSS, WIS.</u>	City, ZIP	<u>Moline, Illinois 61265</u>
Phone	<u>608-780-0350</u>	Phone	<u>309-781-7774</u>
Title	<u>PRESIDENT 722 ROSE STREET LLC</u>	Title	<u>Managing Member</u>
Ownership Percentage	<u>0% BUT INTENDS TO PURCHASE PROPERTY UNDER EXISTING TERMS OF PA SUBJECT TO SATISFACTORY REZONING</u>	Ownership Percentage	<u>50%</u>

Name	_____	Name	_____
Address	_____	Address	_____
City, ZIP	_____	City, ZIP	_____
Phone	_____	Phone	_____
Title	_____	Title	_____
Ownership Percentage	_____	Ownership Percentage	_____

AFFIDAVIT OF NOTICE(S)

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND) ss.
CITY OF MOLINE)

The undersigned, being a City of Moline zoning official, deposes and states:

1. That Kay Reet Real Estate has filed a land development Rezoning application

relating to the following property:

Address: 2307 44th Street

PIN(s): 17-03-427-003

2. That a public hearing on the application has been scheduled before the City of Moline Plan Commission on May 8, 2024 (Case № 2024-12 - PC).

3. That attached hereto is the *Proof of Publication* of the notice of public hearing, which was published in the Dispatch/Rock Island Argus on April 23, 2024.

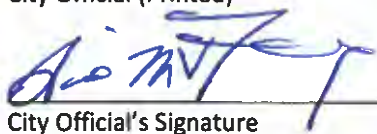
4. That attached hereto is a correct map representation of all property owners of record within two hundred fifty (250) feet of such property, as required by the Moline Municipal Code.

5. That, at least fifteen (15) consecutive days prior to the date of the public hearing, City Staff mailed to said property owners by first class mail registered mail certified mail, return receipt requested — a copy of the notice of public hearing, which posted on April 22, 2024. This mailing comprised 22 unique owners of record.

6. That (if applicable) attached hereto are receipts for the certified mailing.

Seán Foley

City Official (Printed)


City Official's Signature

AFFIDAVIT OF PUBLICATION

Moline Dispatch-Argus
500 E. 3rd St.
Davenport 52801
(563) 383-2200

State of New Jersey, County of Hudson, ss.

Nichole Seitz, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Moline Dispatch-Argus, a publication that is a "legal newspaper" as that phrase is defined for the city of East Moline, for the County of Rock Island, in the state of Illinois, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates
April, 23 2024

NOTICE ID: Rm7G94x1r11qPpRSORgN
PUBLISHER ID: COL-IA-300206
NOTICE NAME: 2024-12-PC - RZ - 2307 44th Street
Publication Fee: \$71.02

Nichole Seitz

(Signed) _____

SHANNEA H HOLMES
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 1, 2026

VERIFICATION

State of New Jersey
County of Hudson

Subscribed in my presence and sworn to before me on this: 04/23/2024

Shanea H Holmes

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

Public notice is hereby given that on **Wednesday, May 8, 2024 at 4:00 p.m.**, the Moline Plan Commission will hold a public hearing in the Council Chambers of Moline City Hall, 619 16th Street, to consider a request from Kay Reet Real Estate LLC (current owner) and 722 Rose Street, LLC, La Crosse, Wisc. (prospective owner) for RECLASSIFICATION OF ZONING of a 0.16-acre tract of land, addressed as 2307 44th Street (PIN 17-03-427-003),

FROM: "R-2" One-Family Residence district
TO: "B-3" Community Business district

Anyone attending the public hearing will have an opportunity to hear the request and voice comments or concerns to the Plan Commission. Persons wishing to appear as Interested Parties, who wish to present testimony or cross-examine the witnesses presented at the hearing shall identify themselves as such by completing and filing the "Interested Parties Appearance Form" and/or "Public Hearing Cross Examination Registration Form" with Savanna Cruz at City Hall. You can obtain these forms and all application materials online at <https://moline.il.us/1506> (Case # 2024-12-PC) or they are also available at Moline City Hall in the Community & Economic Development Department. You may also call 309-524-2029 for assistance.

MOLINE PLAN COMMISSION
CITY OF MOLINE, IL
c/o Savanna Cruz
Community & Economic Development
Administrative Assistant
COL-IA-300206

AGENDA ITEM DETAIL

June 18, 2024

An Ordinance amending Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, ARTICLE III, “RETAIL LICENSES,” DIVISION 3, “PRIVILEGES CONFERRED BY VARIOUS CLASSES OF LICENSES,” by enacting a new Section 4-3318 entitled “OPTION 5. PACKAGED SALES FOR OFF PREMISES CONSUMPTION FOR CLASS A LICENSEES,” and consecutively renumbering the remaining Sections of Division 3; and amending ARTICLE III, “RETAIL LICENSES,” DIVISION 2, “LICENSING PROCEDURE,” Section 4-3208, “LICENSE FEES,” by adding fee information for the new Option 5.

SUGGESTED ACTION: Approval

ATTACHMENTS: [05 LGL ORD1 Amy-Margaret-Ch 4 Packaged Sales Amendment-EXP.pdf](#)
[05 LGL ORD1 Amy-Margaret-Ch 4 Packaged Sales Amendment-CB xg.pdf](#)

An Ordinance amending Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, ARTICLE III, “RETAIL LICENSES,” DIVISION 3, “PRIVILEGES CONFERRED BY VARIOUS CLASSES OF LICENSES,” by enacting a new Section 4-3318 entitled “OPTION 5. PACKAGED SALES FOR OFF PREMISES CONSUMPTION FOR CLASS A LICENSEES,” and consecutively renumbering the remaining Sections of Division 3; and amending ARTICLE III, “RETAIL LICENSES,” DIVISION 2, “LICENSING PROCEDURE,” Section 4-3208, “LICENSE FEES,” by adding fee information for the new Option 5.

Explanation: The City of Moline is a home rule municipal corporation organized and operating in accordance with the Constitution and laws of the State of Illinois. The suggested amendments are to expand business opportunities for Class A licensees who wish to utilize their establishments for non-traditional events, such as wine tastings, and to sell those products as packaged goods in conjunction with said events. The City desires to adopt a new Option 5 for Class A licensees to enable these expanded business opportunities in the City of Moline. While Option holders are eligible to see all packaged liquor, certain restrictions exist to better ensure that those establishments do not become de facto liquor stores. Those restrictions include that the sale of packaged liquor must be in its original packaging, that the sale of packaged liquor must be in conjunction with other sales, that the establishment is prohibited from having a display of packaged liquor for sale, and that the sales can only occur during the hours of business allowed by a Class A license.

Staff Recommendation: Approval
Fiscal Impact: N/A

AN ORDINANCE

AMENDING Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, ARTICLE III, “RETAIL LICENSES,” DIVISION 3, “PRIVILEGES CONFERRED BY VARIOUS CLASSES OF LICENSES,” by enacting a new Section 4-3318 entitled “OPTION 5. PACKAGED SALES FOR OFF PREMISES CONSUMPTION FOR CLASS A LICENSEES,” and consecutively renumbering the remaining Sections of Division 3; and amending ARTICLE III, “RETAIL LICENSES,” DIVISION 2, “LICENSING PROCEDURE,” Section 4-3208, “LICENSE FEES,” by adding fee information for the new Option 5.

WHEREAS, the City of Moline (“City”) is a home rule municipal corporation organized and operating in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, the suggested amendments are to expand business opportunities for Class A licensees who wish to utilize their establishments for non-traditional events, such as wine tastings, and to sell those products as packaged goods in conjunction with said events; and

WHEREAS, the City desires to adopt a new Option 5 for Class A licensees to enable these expanded business opportunities in the City of Moline.

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

Section 1 – The foregoing recitals are hereby incorporated into this Ordinance as though fully set forth in this Section 1.

Section 2 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, ARTICLE III, “RETAIL LICENSES,” DIVISION 3, “PRIVILEGES CONFERRED BY VARIOUS CLASSES OF LICENSES,” is hereby amended by enacting a new Section 4-3318 entitled “OPTION 5. PACKAGED SALES FOR OFF PREMISES CONSUMPTION FOR CLASS A LICENSEES,” and consecutively renumbering the remaining Sections of Division 3, as follows (additions in **bold and underlined** and deletions in ~~**bold and strikethrough**~~):

“SEC. 4-3318. OPTION 5. PACKAGED SALES FOR OFF PREMISES CONSUMPTION FOR CLASS A LICENSEES.

- (a) **Class A licensees are the only class of licensees who are eligible for the Packaged Sales for Off Premises Consumption for Class A Licensees option.**
- (b) **Package sales of liquor for off-premises consumption must be sold only in original packages.**

- (c) A Class A licensee with an Option 5 may sell liquor in original packages for off premises consumption during the following hours of business:

<u>Day</u>	<u>Hours</u>
<u>Sunday</u>	<u>10:00 a.m. until 1:00 a.m. the next day</u>
<u>Monday through Thursday</u>	<u>For each day: 6:00 a.m. until 1:00 a.m. the next day</u>
<u>Friday and Saturday</u>	<u>For each day: 6:00 a.m. until 2:00 a.m. the next day.</u>

- (d) Class A Licensees with an Option 5 may sell packaged liquor for off premises consumption only in conjunction with other sales in their establishment.
- (e) Class A Licensees with an Option 5 are prohibited from displaying packaged liquor for off premises consumption in their establishment.

SEC. 4-33198. RETAILER’S OFF-SITE SPECIAL USE PERMIT (PUBLIC PROPERTY).

[. . .]

SEC. 4-332019. RETAILER’S ON-SITE OUTDOOR SPECIAL USE PERMIT.

[. . .]”

Section 3 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, ARTICLE III, “RETAIL LICENSES,” DIVISION 2, “LICENSING PROCEDURE,” Section 4-3208, “LICENSE FEES,” is hereby amended by adding fee information for the new Option 5, as follows (additions in **bold and underlined** and deletions in ~~**bold and strikethrough**~~):

“SEC. 4-3208. LICENSE FEES.

[. . .]

- (e) The fees for the various classes of licenses to be issued pursuant to this division shall be as follows:

[. . .]

Options	Description	Application Fee	Annual Fee	Class Eligible
Option 1	Outdoor Use	N/A	N/A	A, B, BB, D, F, G, and H
Option 2	Extended Hours-3 a.m. ***	N/A	\$1,000.00	A, B, BB
Option 3	Self Pour	N/A	N/A	B, BB
Option 4	Catering Use	N/A	\$400.00	A, B, BB, F, G
Option 5	<u>Packaged Sales for Off Premises Consumption for Class A Licensees</u>	<u>N/A</u>	<u>\$500.00</u>	<u>A</u>
Permit	Retailer's Off-Site Special Use (Public Property) *	\$25.00/Event	N/A	A, B, BB, D, E, F, FF, G, H
Permit	Retailer's On-Site Outdoor Special Use *	\$25.00/Event	N/A	A, B, BB, D, E, F, FF, G, H

[. . .]”

Section 4 - That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5 – That all prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

Section 6 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

June 4, 2024
Date

Passed: _____
June 4, 2024

Minutes Approved: _____
June 18, 2024

Attest: _____
City Clerk

AGENDA ITEM DETAIL

June 18, 2024

A Resolution authorizing a grant to Renew Moline for the amount of \$2,000 from the Special Events Fund to assist in the re-activation of the Historic Block Courtyard space for two “Chillin’ in the Courtyard” events scheduled to take place at the Historic Block Courtyard on Saturday August 10, 2024, and September 14, 2024.

SUGGESTED ACTION: Approval

ATTACHMENTS: [04 EXE RES3 Macy - Barry - Renew Moline Special Event Funding Request - EXP.pdf](#)
[04 EXE RES3 Macy - Barry - Renew Moline Special Event Funding Request - CB xg.pdf](#)

A Resolution authorizing a grant to Renew Moline for the amount of \$2,000 from the Special Events Fund to assist in the re-activation of the Historic Block Courtyard space for two “Chillin’ in the Courtyard” events scheduled to take place at the Historic Block Courtyard on Saturday August 10, 2024, and September 14, 2024.

Explanation: Renew Moline has submitted a funding request in the amount of \$2,000. The Moline Centre Program Manager is planning two events this summer to reactivate the space known as the Historic Block Courtyard. The events are scheduled for Saturday, August 10, 2024, and Saturday, September 14, 2024, from 8:00 a.m. to 5:00 p.m. (including set-up and tear-down time) and will provide an, open to the public, lunch hour with music and entertainment.

Chillin’ in the Courtyard Budget – August 10 and September 14, 2024

- 1 ADA portable toilet – 2 month rental: \$340.00 total
- 1 2-yard dumpster - \$647.00 (12 months and delivery fee)
- Entertainment – TBD but \$300-500 per event - \$600-1000 total
- Marketing – TBD but approximately \$100-200 total

Staff Recommendation: Approval
Fiscal Impact: \$2,000 (Special Event Fund: 280-0111-450.06-30)

Budget Summary

Special Event Fund Budget	\$ 60,000.00	
Allocated	\$ (12,500.00)	Quad Cities Marathon
	\$ (5,000.00)	Pride 5K
	\$ (450.00)	Walk to End Alzheimer’s
	\$ (500.00)	Quad Cities Distance Classic
	\$ (20,000.00)	Mercado on Fifth
	\$ (5,000.00)	Quad Cities Pickleball Club
Pending Approval	\$ (2,000.00)	Renew Moline (Historic Block Courtyard)
	\$ 14, 550.00	

Council Bill/Resolution No.
Sponsor: _____

A RESOLUTION

AUTHORIZING a grant to Renew Moline for the amount of \$2,000 from the Special Events Fund to assist with event essentials for two “Chillin’ in the Courtyard” events scheduled to take place at the Historic Block Courtyard on Saturday August 10, 2024, and September 14, 2024.

WHEREAS, special events enhance the quality of life for City residents, encourage visitors, foster community development through social interaction and educational, cultural and entertainment opportunities, and generate economic benefits for the City; and

WHEREAS, Renew Moline’s mission is to reactivate the Historic Block Courtyard space in downtown Moline; and

WHEREAS, Renew Moline is planning two events in the space, named “Chillin’ in the Courtyard;” and

WHEREAS, the events are planned for Saturday, August 10, 2024, and Saturday, September 14, 2024, from 8:00 a.m. to 5:00 p.m.; and

WHEREAS, Renew Moline would like funding assistance to help pay for the event essentials including handicapped accessible portable toilet, trash receptacles, and rental of a dumpster for disposal of courtyard trash; and

WHEREAS, according to the Special Event Policy, organizations can submit funding requests to benefit and enhance the event.

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

That this Council hereby authorizes a grant to Renew Moline for the amount of \$2,000 from the Special Events Fund to assist with event essentials for two “Chillin’ in the Courtyard” events scheduled to take place at the Historic Block Courtyard on Saturday August 10, 2024, and September 14, 2024.

CITY OF MOLINE, ILLINOIS

Mayor

June 18, 2024
Date

Council Bill/Resolution No.

Page 2 of 2

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____
City Clerk

AGENDA ITEM DETAIL

June 18, 2024

A Resolution approving a special event that is sponsored by Tudi’s Tribe for the Gabe’s Gift Memorial 5K & 1-Mile Fun Run event scheduled for Saturday, September 7, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.

SUGGESTED ACTION: Approval

ATTACHMENTS: [03 EXE RES2 Macy - Barry - Gabe's Gift Memorial 5K - EXP.pdf](#)
[03 EXE RES2 Macy - Barry - Gabe's Gift Memorial 5K - CB x.pdf](#)
[03 EXE RES2 Macy - Barry - Gabe's Gift Memorial 5K - ATT1 \(Licensing Agreement\).pdf](#)

A Resolution approving a special event that is sponsored by Tudi’s Tribe for the Gabe’s Gift Memorial 5K & 1-Mile Fun Run event scheduled for Saturday, September 7, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.

Explanation: The Special Event Committee has received an application from Tudi’s Tribe for the Gabe’s Gift Memorial 5K & 1-Mile Run event scheduled for Saturday, September 7, 2024. This event requires temporary partial closure for northbound traffic on 53rd Street from Jane Addams Elementary School to 34th Avenue, along with the eastbound lane of 34th Avenue to the Pyesa N/Whirling Thunder entrance at Black Hawk College from 5:45 a.m. to 11:00 a.m. (including set-up and clean-up time). This annual event follows the same route as in previous years, and the city has consistently experienced no issues with it in the past.

The Gabe’s Gift Memorial Walk raises funds for Tudi’s Tribe, a local nonprofit dedicated to bringing comfort to families dealing with a diagnosis of cancer. Gabe’s Gift is focused on supporting families who have lost a loved one to pediatric cancer.

Additional documentation attached.

Staff Recommendation:	Approval
Fiscal Impact:	N/A

Council Bill/Resolution No.
Sponsor: _____

A RESOLUTION

APPROVING a special event that is sponsored by Tudi’s Tribe for the Gabe’s Gift Memorial 5K & 1-Mile Fun Run event scheduled for Saturday, September 7, 2024; and

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

AUTHORIZING the use of public right-of-way in conjunction with said event.

WHEREAS, special events enhance the quality of life for City residents, encourage visitors, foster community development through social interaction and educational, cultural and entertainment opportunities, and generate economic benefits for the City; and

WHEREAS, the 5K and 1-Mile Fun Run is an annual event that raises funds for Tudi’s Tribe, a local nonprofit dedicated to bringing comfort to families dealing with a diagnosis of cancer and the Gabe’s Gift Memorial event is focused on supporting families who have lost a loved one to pediatric cancer; and

WHEREAS, the annual Gabe’s Gift Memorial 5K & 1-Mile Fun Run are scheduled for Saturday, September 7, 2024; and

WHEREAS, this event requires temporary partial closure for northbound traffic on 53rd Street from Jane Addams Elementary School to 34th Avenue, along with the eastbound lane of 34th Avenue to the Pyesa N/Whirling Thunder entrance at Black Hawk College from 5:45 a.m. to 11:00 a.m. (including set-up and clean-up time); and

WHEREAS, the sponsoring organization is responsible for providing barricades for the Gabe’s Gift Memorial 5K & 1-Mile Fun Run event and the Police Department will provide guidance for the required placement of barricades; and

WHEREAS, the Police Department and volunteers will assist with the road closures to ensure the safety of participants and traffic control; and

WHEREAS, the coordinator of this event has signed a licensing agreement so as to save harmless the municipality from all financial loss, damage or harm and agrees to provide insurance listing the City of Moline as additional insured.

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

That this Council hereby approves the special event that is sponsored by Tudi’s Tribe for the Gabe’s Gift Memorial 5K & 1-Mile Fun Run event scheduled for Saturday, September 7, 2024.

BE IT FURTHER RESOLVED that this Council hereby authorizes Tudi’s Tribe to erect barricades and post temporary signs, if necessary, for the purpose of the temporary partial closure for northbound traffic on 53rd Street from Jane Addams Elementary School to 34th Avenue, along with the eastbound lane of 34th Avenue to the Pyesa N/Whirling Thunder entrance at Black Hawk College from 5:45 a.m. to 11:00 a.m. on Saturday, September 7, 2024.

BE IT FURTHER RESOLVED that this Council hereby authorizes the use of public right-of-way in conjunction with said event.

CITY OF MOLINE, ILLINOIS

Mayor

June 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____

City Clerk

LICENSEE: TUDI'S TRIBE

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

The LICENSEE is Tudi's Tribe hereinafter called the LICENSEE.

PREMISES: Saturday, September 7, 2024

Use of public right-of-way as follows:

The temporary partial closure for northbound traffic on 53rd Street from Jane Addams Elementary School to 34th Avenue, along with the eastbound lane of 34th Avenue to the Pyesa N/Whirling Thunder entrance at Black Hawk College as shown on Exhibit A attached hereto and incorporated herein by reference.

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for a road race fundraiser.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the "Gabe's Gift Memorial 5K & 1-Mile Fun Run."

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 propriety, ownership, possessory, possessatory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is from 5:45 a.m. to 11:00 a.m. on Saturday, September 7, 2024.

FEE: As referenced in the Code of Ordinances and Special Event Policy.

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

LICENSEE shall be the primary insured.

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

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

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

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY: City of Moline
 619 16th Street,
 Moline, IL 61265

WITH A COPY TO: Mark R. Heinle
 Ancel Glink, P.C.
 1979 N. Mill St., Suite 207
 Naperville, IL 60563

IF TO LICENSEE: Matthew Perkins
 3404 33rd Street
 Moline, IL 61265

WITH A COPY TO:

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

LICENSEE:

Tudi's Tribe

By: _____
Matthew Perkins

Date: _____

CITY OF MOLINE, ILLINOIS:

A Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

AGENDA ITEM DETAIL

June 18, 2024

A Resolution approving a special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 15, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.

SUGGESTED ACTION: Approval

ATTACHMENTS: [02 EXE RES1 Macy - Barry - Butterworth Center Porch Party Event - EXP.pdf](#)
[02 EXE RES1 Macy - Barry - Butterworth Center Porch Party Event - CB xg.pdf](#)
[02 EXE RES1 Macy - Barry - Butterworth Center Porch Party Event - ATT1 \(Licensing Agreement\).pdf](#)

A Resolution approving a special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 15, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.

Explanation: The Special Event Committee has received an application from the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 15, 2024. This event requires temporary full closure of 11th Avenue, between 8th Street and the end of the Butterworth Center & Deere-Wiman House parking lot entrance from 8:00 a.m. to 5:15 p.m. (including set-up and clean-up time). Due to the small impact of the road closure, the City treats the closure as a block party and will deliver the barricades ahead of the event and the sponsoring organization is required to set up the barricades as guided by the City. This annual event was established in 2019. Event organizers requested the portion of the road be closed starting in 2022 to allow additional space for food trucks. The City has seen no issues with this event over the last two years.

Additional documentation attached.

Staff Recommendation:	Approval
Fiscal Impact:	N/A

Council Bill/Resolution No.
Sponsor: _____

A RESOLUTION

APPROVING a special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 15, 2024; and

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

AUTHORIZING the use of public right-of-way in conjunction with said event.

WHEREAS, special events enhance the quality of life for City residents, encourage visitors, foster community development through social interaction and educational, cultural and entertainment opportunities, and generate economic benefits for the City; and

WHEREAS, the Butterworth Center Porch Party event is scheduled for Sunday, September 15, 2024; and

WHEREAS, this event requires temporary full closure of 11th Avenue, between 8th Street and the end of the Butterworth Center & Deere-Wiman House parking lot entrance from 8:00 a.m. to 5:15 p.m. (including set-up and clean-up time); and

WHEREAS, the City is responsible for providing barricades for the Butterworth Center Porch Party event and the Police Department will provide guidance for the required placement of barricades; and

WHEREAS, the sponsoring organization and volunteers will set up the road closures to ensure the safety of participants and traffic control; and

WHEREAS, the coordinator of this event has signed a licensing agreement so as to save harmless the municipality from all financial loss, damage or harm and agrees to provide insurance listing the City of Moline as additional insured.

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

That this Council hereby approves the special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 15, 2024.

BE IT FURTHER RESOLVED that this Council hereby authorizes the Butterworth Center to erect barricades and post temporary signs, if necessary, for the purpose of the temporary full closure of 11th Avenue, between 8th Street and the end of the Butterworth Center & Deere-Wiman House parking lot entrance from 8:00 a.m. to 5:15 p.m. on Sunday, September 15, 2024.

Council Bill/Resolution No.

Page 2 of 2

BE IT FURTHER RESOLVED that this Council hereby authorizes the use of public right-of-way in conjunction with said event.

CITY OF MOLINE, ILLINOIS

Mayor

June 18, 2024

Date

Passed: _____
June 18, 2024

Minutes Approved: _____
July 9, 2024

Attest: _____
City Clerk

LICENSEE: **BUTTERWORTH CENTER & DEERE-WIMAN HOUSE**

LICENSING AGREEMENT

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

The LICENSEE is Butterworth Center & Deere-Wiman House hereinafter called the LICENSEE.

PREMISES: Sunday, September 15, 2024

Use of public right-of-way as follows:

The temporary full closure of 11th Avenue, between 8th Street and the end of the Butterworth Center & Deere-Wiman House parking lot entrance as shown on Exhibit A attached hereto and incorporated herein by reference.

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for the “Porch Party,” family-friendly festival.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the “Porch Party.”

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 propriety, ownership, possessory, possessatory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is from 8:00 a.m. to 5:15 p.m. on Sunday, September 15, 2024.

FEE: As referenced in the Code of Ordinances and Special Event Policy.

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

LICENSEE:

Butterworth Center & Deere-Wiman House

By: _____
Susan Anderson

Date: _____

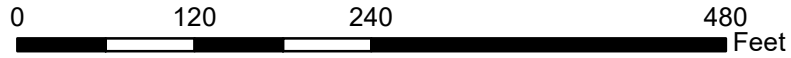
CITY OF MOLINE, ILLINOIS:

A Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

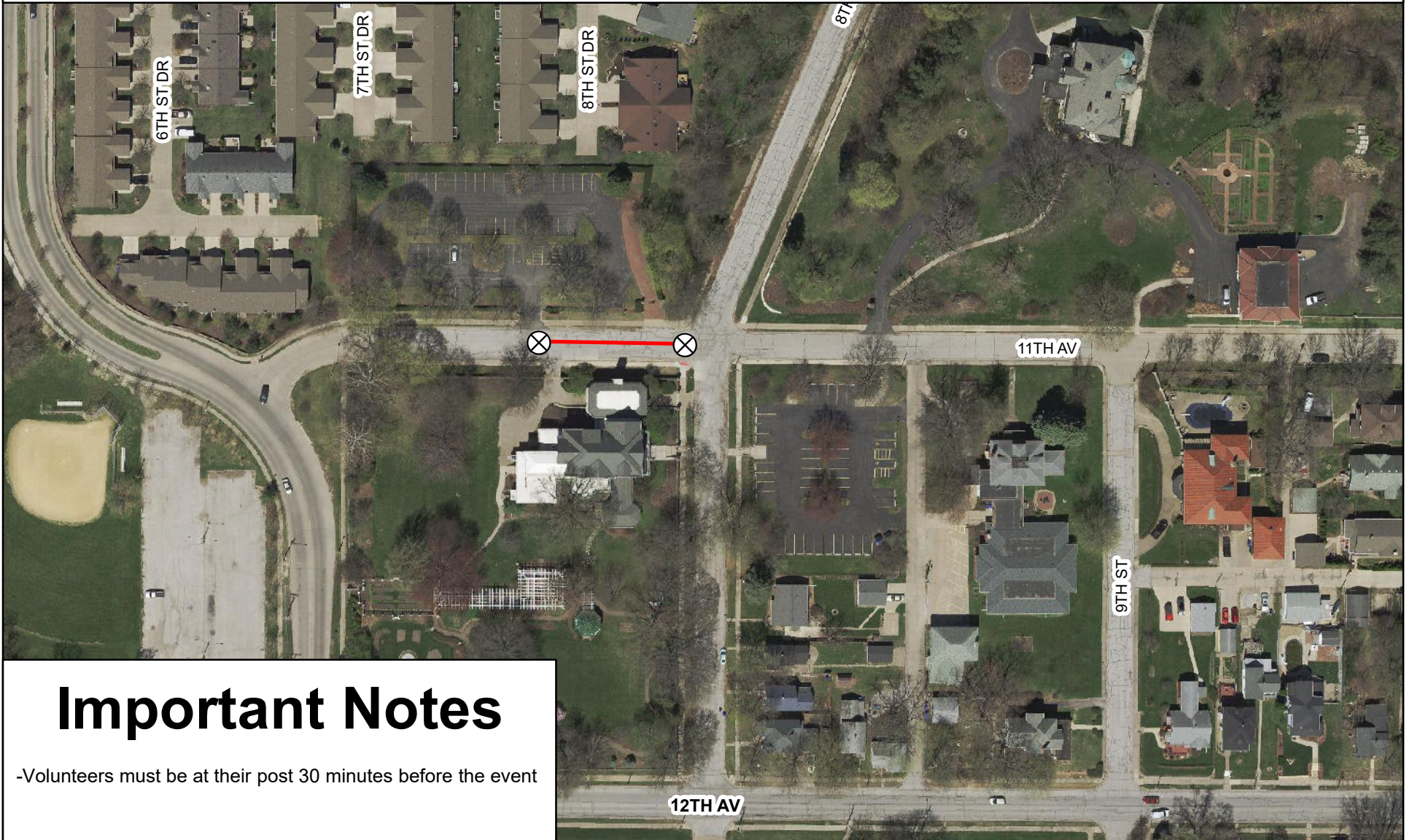
Porch Party Street Closure



Map Created
7/13/2023

 Full Lane Closure

 Barricades



Important Notes

-Volunteers must be at their post 30 minutes before the event

AGENDA ITEM DETAIL

June 18, 2024

A Resolution approving a special event that is sponsored by Quad Cities Running Club in conjunction with the TBK Quad Cities Marathon for event setup and 1-mile race post party scheduled for Friday, September 20, 2024 through Saturday, September 21, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.

SUGGESTED ACTION: Approval

ATTACHMENTS: [05 EXE RES4 Macy - Barry - TBK QC Marathon 17th Street Addition - EXP.pdf](#)
[05 EXE RES4 Macy - Barry - TBK QC Marathon 17th Street Addition - CB xg.pdf](#)
[05 EXE RES3 Macy - Barry - TBK QC Marathon 17th Street Addition - ATT \(Licensing Agreement\).pdf](#)

A Resolution approving a special event that is sponsored by Quad Cities Running Club in conjunction with the TBK Quad Cities Marathon for event setup and 1-mile race post party scheduled for Friday, September 20, 2024 through Saturday, September 21, 2024; closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with said event.

Explanation: The Special Event Committee has received an application from the Quad Cities Running Club for the TBK Quad Cities Marathon event scheduled for Friday, September 20, 2024 at 12:00 p.m. through Saturday, September 21, 2024 at 4:00 p.m. (including setup and clean-up time). This event requires temporary full closure of 17th Street, north of River Drive.

The TBK Quad Cities Marathon event was approved on February 20, 2024 with Council Bill/Resolution No. 1027-2024. Due to a Vibrant Arena event on the same night as the Quad Cities Marathon setup, the Quad Cities Running Club is moving the 1-mile postrace party and expo to Stoney Creek and Bass Street Landing which requires the additional closure of 17th Street, north of River Drive at 12:00 p.m. on Friday, September 20, 2024.

Additional documentation attached.

Staff Recommendation:	Approval
Fiscal Impact:	N/A

Council Bill/Resolution No.

Sponsor: _____

A RESOLUTION

APPROVING a special event that is sponsored by Quad Cities Running Club in conjunction with the TBK Quad Cities Marathon for event setup and 1-mile race postparty scheduled for Friday, September 20, 2024 through Saturday, September 21, 2024; and

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

AUTHORIZING the use of public right-of-way in conjunction with said event.

WHEREAS, special events enhance the quality of life for City residents, encourage visitors, foster community development through social interaction and educational, cultural and entertainment opportunities, and generate economic benefits for the City; and

WHEREAS, the annual TBK Quad Cities Marathon event is scheduled for Friday, September 20, 2024, through Sunday, September 22, 2024; and

WHEREAS, at the City Council meeting held on February 20, 2024, the annual TBK Quad Cities Marathon event was approved by City Council, Council Bill/Resolution No. 1027-2024 that authorizes the complete lane closures, including River Drive, from 12th Street to 15th Street from Friday, September 20, 2024, at 5:00 p.m. through Sunday, September 22, 2024, at 5:00 p.m. and partial lane closures, including River Drive, from 15th to 19th Street; also using 1st and 2nd Avenue to 21st Street for the 1-Mile run on Saturday, September 21, 2024, from 9:00 a.m. to 11:00 a.m.; and

WHEREAS, the Vibrant Arena at the Mark has an event scheduled for Friday, September 20, 2024, creating a conflict for event setup; and

WHEREAS, the Quad Cities Running Club has made the decision to move the 1-mile post-race party and expo from the Vibrant Arena at the Mark to Stoney Creek Inn and Bass Street Landing; and

WHEREAS, due to the change in events, the Quad Cities Running Club is requesting the additional closure of 17th Street north of River Drive from 12:00 p.m. Friday, September 20, 2024, through Saturday, September 21, 2024, at 4:00 p.m. that includes setup and cleanup time; and

WHEREAS, the sponsoring organization is responsible for providing barricades for the TBK Quad Cities Marathon event and the Police Department will provide guidance for the required placement of barricades; and

WHEREAS, the Police Department and volunteers will assist with the road closures to ensure the safety of participants and traffic control; and

WHEREAS, the coordinator of this event has signed a licensing agreement so as to save harmless the municipality from all financial loss, damage or harm and agrees to provide insurance listing the City of Moline as additional insured.

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

That this Council hereby approves a special event that is sponsored by Quad Cities Running Club in conjunction with the TBK Quad Cities Marathon for event setup and 1-mile race postparty scheduled for Friday, September 20, 2024, through Saturday, September 21, 2024.

BE IT FURTHER RESOLVED that this Council hereby authorizes the Quad Cities Running Club to erect barricades and post temporary signs, if necessary, for the purpose of the full closure of 17th Street north of River Drive from 12:00 p.m. Friday, September 20, 2024, through Saturday, September 21, 2024, at 4:00 p.m.

BE IT FURTHER RESOLVED that this Council hereby authorizes the use of public right-of-way in conjunction with said event.

CITY OF MOLINE, ILLINOIS

Mayor

June 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____
City Clerk

LICENSEE: QUAD CITIES RUNNING CLUB, INC.

LICENSING AGREEMENT

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

The LICENSEE is Quad Cities Running Club, Inc. hereinafter called the LICENSEE.

PREMISES: Friday, September 20, 2024, at 12:00 p.m. through Saturday, September 21, 2024, at 4:00 p.m.

Use of public right-of-way as follows:

The temporary full closure of 17th Street north of River Drive as shown on Exhibit A attached hereto and incorporated herein by reference.

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property in conjunction with the “TBK Quad Cities Marathon” for event setup and 1-mile race postparty.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the “TBK Quad Cities Marathon” for event setup and 1-mile race postparty.

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 propriety, ownership, possessory, possessatory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is from Friday, September 20, 2024, at 12:00 p.m. through Saturday, September 21, 2024, at 4:00 p.m.

FEE: As referenced in the Code of Ordinances and Special Event Policy.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy **also naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate of same shall be deposited with

the CITY prior to the event and shall be in an amount not less than \$1,000,000 for bodily injury, or death, property damage, all types of liability and \$2,000,000 aggregate, and shall contain language satisfactory to the City of Moline, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

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

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

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

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY: City of Moline
619 16th Street,
Moline, IL 61265

WITH A COPY TO: Mark R. Heinle
Ancel Glink, P.C.
1979 N. Mill St., Suite 207
Naperville, IL 60563

IF TO LICENSEE: Joe Moreno
Quad Cities Running Club, Inc.
733 15th Avenue
East Moline, IL 61244

WITH A COPY TO:

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the

date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

LICENSEE:

CITY OF MOLINE, ILLINOIS:

Quad Cities Running Club, Inc.

A Municipal Corporation

By: _____
Joe Moreno

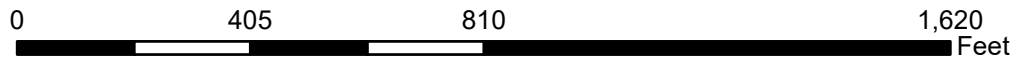
By: _____
Sangeetha Rayapati, Mayor

Date: _____

Attest: _____
City Clerk

Rudy's Mile

Map Created
5/24/2024



- Full Road Closure
- Partial Lane Closure
- Barricades
- Police Location
- Volunteer Location



Important Notes

- Volunteers must be at their post 30 minutes before the event
- Barricades are to be Class III Road Closed

AGENDA ITEM DETAIL

June 18, 2024

A Resolution authorizing the Mayor and City Clerk to execute and attest to a School Police Liaison Officers Agreement between the City of Moline and the Board of Education of Moline – Coal Valley School District No. 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2024-2025 school year.

SUGGESTED ACTION: Approval

ATTACHMENTS: [07 POL RES1 Summer-Darren-School District Agreement 24-25-EXP.pdf](#)
[07 POL RES1 Summer-Darren-School District Agreement 24-25-CB.pdf](#)
[07 POL RES1 Summer-Darren School District Agreement 24-25 - ATT.pdf](#)

A Resolution authorizing the Mayor and City Clerk to execute and attest to a School Liaison Officers Agreement between the City of Moline and the Board of Education of Moline – Coal Valley School District No. 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2024-2025 school year.

Explanation: Staff seek to renew the annual agreement with the Board of Education of Moline – Coal Valley School District No. 40 for the assignment of four police officers at each of the following four schools: Moline High School, Alternative High School, Wilson Middle School, and John Deere Middle School. Both the School Board and the City believe that having police officers, properly trained in juvenile justice programs, assigned to and stationed at Moline High School, the Alternative High School, Wilson Middle School, and John Deere Middle School will increase pupil and staff safety, further juvenile prevention programs, and will deter juvenile crime. This long-standing agreement sets forth with particularity said police officers’ duties and chain of command; and for the School Board to delineate its financial responsibilities for such assignment and for the School Board to establish its obligations in respect to supervision, provision of office space and equipment, and right of veto over personnel selection. Furthermore, the purpose of this Agreement is to establish certain operational guidelines, termination rights, and division of liability.

Staff Recommendation: Approval.

Fiscal Impact: Salary and benefit expense of \$476,778 budgeted in several accounts and revenue of \$185,722 budgeted in 010-0000-334.60-00

Council Bill/Resolution No.
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a School Police Liaison Officers Agreement between the City of Moline and the Board of Education of Moline – Coal Valley School District No. 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2024-2025 school year.

WHEREAS, pursuant to the agreement, the police department will assign police officers at Moline High School, Alternative High School, Wilson Middle School and John Deere Middle School on a full-time basis during the 2024-2025 school year; and

WHEREAS, in part, the agreement provides for Moline – Coal Valley School District No. 40 to reimburse the City of Moline for 40 percent of the total salary and benefit costs for the four assigned officers and 100 percent of the cost for overtime worked at the request of the schools.

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 School Police Liaison Officers Agreement between the City of Moline and the Board of Education of Moline – Coal Valley School District No. 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2024-2025 school year; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein.

CITY OF MOLINE, ILLINOIS

Mayor

June 4, 2024

Date

Passed: June 4, 2024

Minutes Approved: June 18, 2024

Attest: _____
City Clerk

**SCHOOL POLICE LIAISON OFFICERS
AGREEMENT**

This Agreement made and entered into this 13th day of May, 2024, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation, hereinafter referred to as "City", and, the BOARD OF EDUCATION OF MOLINE – COAL VALLEY SCHOOL DISTRICT NO. 40, a body politic and corporate, hereinafter referred to as "School Board".

WITNESSETH:

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards have control of school property and are responsible for pupil and staff safety; and

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards may contract for work for the district and may hire educational support personnel; and

WHEREAS, Art. VII, § 10, Ill. Const. provides that school districts and cities may contract to share any power not prohibited by law; and

WHEREAS, the City, with a population greater than 25,000, has plenary police powers pursuant to Art. VII, § 6(a), Ill. Const.; and

WHEREAS, both the School Board and the City believe that having police officers, properly trained in juvenile justice programs, assigned to and stationed at Moline High School, the Alternative High School, Wilson Middle School and John Deere Middle School will increase pupil and staff safety, further juvenile prevention programs, and will deter juvenile crime; and

WHEREAS, the City is willing to assign such officers to the schools only if the School Board participates in a cost sharing of the salary and benefit costs of such officers; and

WHEREAS, the School Board is willing to participate in such cost sharing only upon certain guarantees about approval of personnel, work of personnel, and delineation of duties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, the parties hereto agree as follows:

Article I. Purpose.

The purpose of this Agreement is for the City to agree to assign and station a police officer, employed by the City, at each of the following four schools: Moline High School, Alternative High School, Wilson Middle School, and John Deere Middle School, and for the City to set forth with particularity said police officers' duties and chain of command and for the School Board to delineate its financial responsibilities for such assignment and for the School Board to establish its obligations in respect to supervision, provision of office space and equipment, and right of veto over personnel selection. Furthermore, the purpose of this Agreement is to establish certain operational guidelines, termination rights, and division of liability.

Article II. Term.

The term of this Agreement is from August 1, 2024, to July 31, 2025.

Article III. Termination Rights.

3.1 Either party may terminate this Agreement for cause upon fifteen (15) days written notice delivered to the other party. "For cause" is defined for purposes herein as written notice of deficiency which deficiency is not corrected to the mutual satisfaction of both parties within fifteen (15) days after receipt of such notice.

3.2 Either party may terminate this Agreement without cause upon ninety (90) days written notice delivered to the other party.

3.3 Termination of this Agreement under either 3.1 or 3.2 shall not relieve either party of any obligation incurred up to and including the date of termination; and, if the School Board terminates under 3.2, it shall be responsible for payment of its share of the cost of the assigned officers as outlined in 5.3.

Article IV. City's Duties.

4.1 The City shall assign four Moline Police Officers to and station said officers at the aforesaid schools for all pupil attendance days between August 1, 2024 and July 31, 2025, and for five (5) workdays prior to the Fall, 2024 start of classes (as staff orientation), if requested by the School Board. The City shall not be required to assign an alternate officer in the event of sickness of an officer, other than an extended illness, or when on paid leave status; however, the City reserves the right to assign an alternate on such days or other days.

4.2 Said assigned officers, and any alternate, shall be selected, supervised, and instructed to perform in accordance with the Job Description attached hereto and incorporated herein as Exhibit "A".

4.3 It is understood that the assigned officers may not be able to continuously remain on school property. Court appearances, training and police emergencies may require assigned officers to be off school property. While the City will attempt to keep those incidents to a minimum, both parties acknowledge that such matters are not completely within the control of the City. In addition, the School Board understands that training of officers will benefit not only the City and the police department, but also the School Board, faculty, staff and students. Payments due to the City as per Exhibit B shall not be reduced or adjusted in the event of such incidents as described in this paragraph.

4.4 The City shall authorize overtime not associated with school activities and pay for any overtime so authorized.

4.5 The City shall provide each of the assigned officers with a City owned vehicle. The

City shall be responsible for all costs associated with such vehicle use.

4.6 The City shall provide the School Board with quarterly statements for the School Board's share of the cost of the four assigned police officers for the period of this agreement in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

4.7 The City agrees to indemnify, defend, and hold harmless School Board for all claims under Workers Compensation, Occupational Disease, or similar statutes for injury or illness resulting to the assigned employee from such assignment. In addition, the City agrees to indemnify, defend, and hold harmless School Board for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred off of school property even though said events involve said assigned officers. Such duty to indemnify, defend, and hold harmless School Board for events off school property does not extend, however, to events occurring outside the corporate limits of the City of Moline when the School Board seeks the assistance of the assigned officer outside said corporate limits - i.e. said assigned officer is requested to accompany school personnel to investigate a matter in Coal Valley or in unincorporated territory.

Article V. School Board Duties.

5.1 The School Board shall request four officers to be assigned at the aforesaid schools.

5.2 The School Board shall provide sufficient office space, furniture, office supplies, telephone, and secure filing cabinet for said assigned officers.

5.3 The School Board shall pay forty percent (40%) of the cost of the assigned officers including salary and benefits within thirty (30) days after receipt of a billing from the City. Billings will occur on a quarterly basis in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

5.4 Any time the School Board requests and authorizes overtime for an assigned officer, this shall be paid by the School Board at the assigned officer's overtime rate.

5.5 The School Board shall indemnify, defend, and hold harmless City for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred on school property or if said events occurred off of school property and outside the corporate limits of the City and upon a request by School Board for assistance and if said events arise out of execution of this Agreement.

Article VI. Miscellaneous.

6.1 Both parties have certain duties to indemnify, defend, and hold harmless the other party under certain specified circumstances. Therefore, whenever a demand or suit is made or filed against the beneficiary of such duty, that party shall promptly notify in writing the burdened party of such demand or suit and such burdened party shall promptly notify the benefited party of the name of

the individual assigned to handle and defend such demand or suit.

6.2 While the School Board reserves the right to make final approval of assigned officers and alternates and to demand the removal of any such officer approved, the City reserves the sole and exclusive right to discipline such personnel. The School Board shall report promptly, however, to the Chief of Police any infractions or deficiency in performance and may file charges with the Board of Fire and Police Commissioners against said personnel only after ten (10) days have expired from so reporting same to the Chief of Police.

6.3 Both parties agree that the assigned officers shall have no authority to act as a Juvenile Officer outside the corporate limits of the City unless specifically authorized by the City.

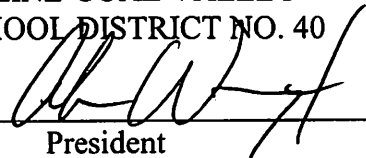
6.4 Both parties agree that, if an assigned officer is expected to perform a search or seizure of persons or property, said officer shall be bound by and shall follow established City policies and directives. In the event of any conflict between school personnel directives and City Policy, the assigned officer shall call his designated police department supervisor for direction. Nothing herein shall prevent school personnel from acting under School Board policies and directives outside the presence of the assigned officer.


6.5 Should a dispute arise concerning the statement of costs, the School Board shall promptly pay the amounts not in dispute. The Chief of Police and Superintendent of Schools shall meet within ten (10) days to discuss the remaining amounts in dispute; and, if they are unable to resolve said dispute mutually within ten (10) days thereafter, the dispute shall be submitted to governing bodies of the parties.

6.6 Any change to this Agreement shall be in writing and approved by the governing bodies of both parties. The Chief of Police and the designated School Board representative may, however, approve non-substantive changes, i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority, by reducing same to writing and executing same for the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized agents to sign and seal, if any, these presents the day and year first above written.

MOLINE-COAL VALLEY
SCHOOL DISTRICT NO. 40

By 
President

Attest:

Secretary

CITY OF MOLINE, ILLINOIS

By _____
Mayor

Attest:

City Clerk

JOB DESCRIPTION

POLICE LIAISON OFFICER

Job Title: Police Liaison Officer

Employment: The Police Liaison Officer is an officer of the Moline Police Department and an employee of the City of Moline on special assignment to Moline – Coal Valley School District No. 40.

Assignment Contract: The City of Moline and the Board of Education of the Moline – Coal Valley School District No. 40 will enter into an annual agreement to purchase liaison officer services.

Qualifications/Selection: The training, experience and other qualifications of the Police Liaison Officer shall be established by the Chief of Police. When selecting an officer for this position, the Chief of Police shall nominate a slate of qualified candidates, and the school principal shall make the final selection.

Professional Standards: The Police Liaison Officer must conduct himself/herself in a professional manner and must maintain a high level of respect and integrity within the school community. As a Juvenile Officer, the Police Liaison Officer must maintain a caring attitude towards students and must remain sensitive to the problems of students and staff in the school environment.

Attire: When functioning as the Police Liaison Officer, the officer shall normally be dressed in plain clothes, except on those occasions when, in the judgment of school authorities, the standard police uniform would be more appropriate.

Reports to: The Police Liaison Officer is primarily a police officer and as such is at all times under the command of his designated police department superiors. However, during those hours in which the officer is assigned to the school, he/she shall report to the principal or his/her designee. When the officer is not functioning as the Police Liaison Officer, he/she will report to his/her designated supervisor at the Moline Police Department.

Duties: The position of Police Liaison Officer is a staff liaison position and is considered an integral part of the pupil personnel services of the school. Specifically, the position is a part of the school administration and in this relationship the officer's duties are under the authority and responsibility of the school principal.

The Police Liaison Officer shall not be responsible for the enforcement of school district policies, but shall assist the staff in said enforcement when requested to do so.

As a member of the school staff, the Police Liaison Officer:

1. Serves as the liaison between the school and the Moline Police Department, promotes the development of effective communication between the school and legal authorities, and coordinates the provision of police services to the school.
2. Serves as a consultant to Moline – Coal Valley School District No. 40 in matters of crime prevention, law enforcement, community youth services and other related matters.
3. Pro-actively works with school personnel to prevent crime on school grounds, to protect students and staff, and to provide a safe and secure school environment. In this role the liaison officer patrols the school and grounds, supervises parking lots, monitors pedestrian and vehicular traffic on school grounds, and prevents loitering and trespassing on school property when requested to do so.
4. Conducts and/or coordinates the police investigation of incidents involving the school, its staff and students. The officer will also investigate other cases or perform other duties assigned by his designated police department supervisor.
5. As a Police Juvenile Officer, the Police Liaison Officer must develop and maintain a familiarity with community delinquency patterns, trouble spots, and other youth and community problems.
6. Confers with and assists deans, counselors, and other school staff concerning individuals, families and neighborhoods in the early identification of troubled, neglected or abused youths and delinquent behavior.
7. Participates in providing advice and guidance to students and parents and assists in referral to appropriate community services.
8. Assists school staff in the prevention of truancy, in processing truancy cases, and in making home visits when required.
9. Assists school staff in the supervision of extra-curricular school activities as requested.
10. Performs other duties as assigned by the school administration or by his/her designated police department supervisor.

JOB DESCRIPTION

POLICE LIAISON OFFICER

Job Title: Police Liaison Officer

Employment: The Police Liaison Officer is an officer of the Moline Police Department and an employee of the City of Moline on special assignment to Moline – Coal Valley School District No. 40.

Assignment Contract: The City of Moline and the Board of Education of the Moline – Coal Valley School District No. 40 will enter into an annual agreement to purchase liaison officer services.

Qualifications/Selection: The training, experience and other qualifications of the Police Liaison Officer shall be established by the Chief of Police. When selecting an officer for this position, the Chief of Police shall nominate a slate of qualified candidates, and the school principal shall make the final selection.

Professional Standards: The Police Liaison Officer must conduct himself/herself in a professional manner and must maintain a high level of respect and integrity within the school community. As a Juvenile Officer, the Police Liaison Officer must maintain a caring attitude towards students and must remain sensitive to the problems of students and staff in the school environment.

Attire: When functioning as the Police Liaison Officer, the officer shall normally be dressed in plain clothes, except on those occasions when, in the judgment of school authorities, the standard police uniform would be more appropriate.

Reports to: The Police Liaison Officer is primarily a police officer and as such is at all times under the command of his designated police department superiors. However, during those hours in which the officer is assigned to the school, he/she shall report to the principal or his/her designee. When the officer is not functioning as the Police Liaison Officer, he/she will report to his/her designated supervisor at the Moline Police Department.

Duties: The position of Police Liaison Officer is a staff liaison position and is considered an integral part of the pupil personnel services of the school. Specifically, the position is a part of the school administration and in this relationship the officer's duties are under the authority and responsibility of the school principal.

The Police Liaison Officer shall not be responsible for the enforcement of school district policies, but shall assist the staff in said enforcement when requested to do so.

As a member of the school staff, the Police Liaison Officer:

1. Serves as the liaison between the school and the Moline Police Department, promotes the development of effective communication between the school and legal authorities, and coordinates the provision of police services to the school.
2. Serves as a consultant to Moline – Coal Valley School District No. 40 in matters of crime prevention, law enforcement, community youth services and other related matters.
3. Pro-actively works with school personnel to prevent crime on school grounds, to protect students and staff, and to provide a safe and secure school environment. In this role the liaison officer patrols the school and grounds, supervises parking lots, monitors pedestrian and vehicular traffic on school grounds, and prevents loitering and trespassing on school property when requested to do so.
4. Conducts and/or coordinates the police investigation of incidents involving the school, its staff and students. The officer will also investigate other cases or perform other duties assigned by his designated police department supervisor.
5. As a Police Juvenile Officer, the Police Liaison Officer must develop and maintain a familiarity with community delinquency patterns, trouble spots, and other youth and community problems.
6. Confers with and assists deans, counselors, and other school staff concerning individuals, families and neighborhoods in the early identification of troubled, neglected or abused youths and delinquent behavior.
7. Participates in providing advice and guidance to students and parents and assists in referral to appropriate community services.
8. Assists school staff in the prevention of truancy, in processing truancy cases, and in making home visits when required.
9. Assists school staff in the supervision of extra-curricular school activities as requested.
10. Performs other duties as assigned by the school administration or by his/her designated police department supervisor.

**STATEMENT OF COST
MOLINE SCHOOL BOARD
POLICE LIAISON OFFICERS**

08/01/2024 - 07/31/2025

12-Month Period - Quarterly Billings (4)

McManus

Raymond

Newell

Diallo

LINE ITEM	AHS	JDMS	HS	WMS	TOTAL
Salary (Assigned Officers)	72,604	68,784	72,462	71,837	285,687
Police Retirement (35.21%)	25,564	24,219	25,514	25,294	100,591
Health Ins. (\$1,597.30 family, \$611.98 single /mo.)	19,168	19,168	19,168	19,168	76,670
Qualification Pay (\$20, 25 or 30 month)	360	360	360	360	1,440
Life Insurance	25	25	25	25	100
Medicare (1.45% x base + qualification pay)	1,058	1,003	936	1,047	4,043
Worker's Compensation (base + qual. pay /100 x \$1.25)	912	864	807	902	3,486
Moline Living Allowance		1,200			1,200
Annual Training Center Fee	90	90	90	90	360
Clothing Allowance (Paid in June & December)	800	800	800	800	3,200
TOTAL 12-MONTH COST	120,581	116,512	120,162	119,523	476,778
SCHOOL BOARD SHARE (40%)	48,232	46,605	48,065	47,809	190,711

Quarterly Amount

\$47,677.76

Statement Dates

November 1, 2024

February 1, 2025

May 1, 2025

August 1, 2025

AGENDA ITEM DETAIL

June 18, 2024

A Resolution endorsing the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places.

SUGGESTED ACTION: Approval

ATTACHMENTS: [CED RES1 Savanna - Foley - Skelly Station National Register Nomination - EXP.pdf](#)
[CED RES1 Savanna - Foley - Skelly Station National Register Nomination - CB.pdf](#)
[CED RES1 Savanna - Foley - Skelly Station National Register Nomination - ATT.pdf](#)

A Resolution endorsing the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places.

Explanation: The Skelly Service Station was designated a Local Historic Landmark in September 2022 by City Council. Earlier this year the Skelly Station has been nominated for inclusion in the National Register of Historic Places. In a letter to the Mayor, the State Historic Preservation Office notified the City that nomination has satisfied National Register standards, and it will be presented to the Illinois Historic Sites Advisory Council on the 28th of June, 2024 for their review. The City of Moline, as a Certified Local Government, has an opportunity to review, comment, and solicit public remarks on the nomination as provided by 36 CFR, Part 61. The Historic Preservation Commission reviewed the nomination at their meeting on the 13th of May, 2024 and is in full support of the nomination. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: None

Council Bill/Resolution No.
Sponsor: _____

A RESOLUTION

ENDORSING the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places.

WHEREAS, on April 23, 2024, the State Historic Preservation Office notified the Mayor of the City of Moline, Illinois that the Skelly Service Station, located at 820 5th Avenue has been nominated for inclusion in the National Register of Historic Places; and

WHEREAS, the City of Moline adopted its first Historic Preservation Ordinance on December 17, 1991, and in July of 1994 became a Certified Local Government registered with the Illinois Historic Preservation Office and the U.S. National Park Service; and

WHEREAS, the City of Moline received a petition from Felix and Mary Vallejo requesting designation of the Skelly Service Station, located at 820 5th Avenue, as a local historic landmark; and

WHEREAS, the City Council, upon consideration of the positive recommendation of the Historic Preservation Commission, found that the Skelly Service Station embodies the distinctive characteristics of a type of architecture, is significant in local history, and possesses integrity of design, materials and workmanship, and did ordain and designate the Skelly Service Station as a local historic landmark on September, 20, 2022, Council Bill/Ordinance No. 3023-2022; and

WHEREAS, the Moline Historic Preservation Commission has reviewed the National Register nomination of the Skelly Service Station at and voted unanimously to support said nomination at the Moline Historic Preservation Commission meeting held on May 13, 2024; and

WHEREAS, the State Historic Preservation Office has notified the Mayor of the City of Moline, Illinois that the Skelly Service Station has satisfied the National Register standards for inclusion in the National Register of Historic Places.

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

That the nomination of the Skelly Service Station located at 820 5th Avenue, Moline, Illinois for inclusion in the National Register of Historic Places is hereby endorsed by the City Council of the City of Moline, Illinois.

BE IT FURTHER RESOLVED that the City Clerk is authorized to transmit this Resolution to the State Historic Preservation Office and the Illinois Historic Sites Advisory Council for their further review of the National Register nomination, scheduled for hearing on June 28, 2024.

CITY OF MOLINE, ILLINOIS

Mayor

June 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____

City Clerk



Illinois
Department of
**Natural
Resources**

JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271
www.dnr.illinois.gov

April 23, 2024

Name of Place: Skelly Service Station
820 5th Avenue

Mayor Sangeetha Rayapati
City of Moline
619 16th Street
Moline, IL 61265
Via Electronic Mail

Dear Mayor Rayapati:

The attached nomination has satisfied the National Register standards for documentation by the State Historic Preservation Office. Before they are presented to the Illinois Historic Sites Advisory Council (IHSAC), however, you as a Certified Local Government have an opportunity to review, comment, and solicit public remarks on the nomination as provided by 36 CFR, Part 61.

By these same regulations, you have the opportunity to advise why the subject place does or does not satisfy the National Register criteria and explain the reasons for the advice. If your written recommendation and that of the Historic Preservation Commission are not received in this office by May 28, 2024, the nomination will automatically be placed on the IHSAC agenda for the June 28, 2024 meeting. Your comments are welcome and a copy of your written remarks will be furnished to the IHSAC with the nomination.

Please contact Andrew Heckenkamp at 217-524-4324 or andrew.heckenkamp@illinois.gov if you have any questions.

Sincerely yours,

Andrew Heckenkamp
National Register Coordinator



Illinois
Department of
**Natural
Resources**

JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271

www.dnr.illinois.gov

May 22, 2024

Sangeetha Rayapati, Mayor
City of Moline
619 16th Street
Moline, IL 61265

Skelly Service Station
820 5th Ave
Moline - Rock Island County

Dear Mayor Rayapati:

This letter is to inform you that the place above is being considered by the Illinois Historic Sites Advisory Council at their June 28, 2024, meeting for nomination to the National Register of Historic Places. The National Register is the Federal government's official list of historic properties worthy of preservation.

- Private property owners have an opportunity to concur in or object to listing in accord with the National Historic Preservation Act and 36 CFR 60.
- If private property owners choose to object to listing, they must send the State Historic Preservation Officer a **notarized** statement to the address below certifying that they are the sole or partial owner of the private property and object to the listing.
- **Each owner or partial owner of private property has one vote** regardless of what part of the property that party owns. If a majority of private property owners object, a property will not be listed; however, the State Historic Preservation Officer shall submit the nomination to the Keeper of the National Register for a determination of the eligibility of the property for listing in the National Register.
- If the property is then determined eligible for listing, although not formally listed, Federal agencies will be required to allow the Advisory Council of Historic Preservation an opportunity to comment before the agency may fund, license, or assist a project which will affect the property.
- Anyone may comment on whether a property should be nominated to the National Register. Comments should be sent to the address below.
- Anyone may attend the Illinois Historic Sites Advisory Council meeting at which the nomination will be considered, when they are in person. Those who require assistance to participate fully in Advisory Council proceedings should contact Andrew Heckenkamp in advance of the meeting so that necessary arrangements can be made.

All questions, including detailed information about the upcoming meeting can be requested at the following email address: andrew.heckenkamp@illinois.gov or phone directly at 217-785-4324

Notarized letters of objection should be sent to:

*Private property owners only

State Historic Preservation Office
Illinois Dept. of Natural Resources
Attn: Andrew Heckenkamp
One Natural Resources Way
Springfield, IL 62702

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. **Place additional certification comments, entries, and narrative items on continuation sheets if needed (NPS Form 10-900a).**

1. Name of Property

historic name Skelly Service Station
other names/site number _____
Name of Multiple Property Listing _____
(Enter "N/A" if property is not part of a multiple property listing)

2. Location

street & number 820 5th Ave n/a not for publication
city or town Moline n/a vicinity
state Illinois county Rock Island zip code 61265

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,
I hereby certify that this ___ nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.
In my opinion, the property ___ meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance: ___ national ___ statewide ___ local
Applicable National Register Criteria: ___ A ___ B ___ C ___ D

Signature of certifying official/Title: Deputy State Historic Preservation Officer Date
Illinois Department of Natural Resources - SHPO

State or Federal agency/bureau or Tribal Government

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

Signature of commenting official Date

Title State or Federal agency/bureau or Tribal Government

4. National Park Service Certification

I hereby certify that this property is:
___ entered in the National Register ___ determined eligible for the National Register
___ determined not eligible for the National Register ___ removed from the National Register
___ other (explain:) _____

Signature of the Keeper Date of Action

Skelly Service Station
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5. Classification

Ownership of Property
(Check as many boxes as apply.)

Category of Property
(Check only **one** box.)

Number of Resources within Property
(Do not include previously listed resources in the count.)

<input checked="" type="checkbox"/>	private
<input type="checkbox"/>	public - Local
<input type="checkbox"/>	public - State
<input type="checkbox"/>	public - Federal

<input checked="" type="checkbox"/>	building(s)
<input type="checkbox"/>	district
<input type="checkbox"/>	site
<input type="checkbox"/>	structure
<input type="checkbox"/>	object

Contributing	Noncontributing	
1		buildings
		site
		structure
		object
1	0	Total

Number of contributing resources previously listed in the National Register
N/A

6. Function or Use

Historic Functions
(Enter categories from instructions.)

COMMERCE/specialty store
TRANSPORTATION/road-related

Current Functions
(Enter categories from instructions.)

SOCIAL/meeting hall, clubhouse

7. Description

Architectural Classification
(Enter categories from instructions.)

LATE 19th AND 20th CENTURY REVIVALS/
Tudor Revival

Materials
(Enter categories from instructions.)

foundation: CONCRETE
walls: STUCCO
WOOD/ half-timbered gables
roof: ASPHALT/ shingle
other: _____

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Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity).

Summary Paragraph

Skelly Service Station, located at 820 5th Avenue, in Moline, Illinois, is an example of a 20th Century Cottage Gas Station building type in the Tudor Revival style. Architecturally the L-shape allowed the building to sit more coherently in its suburban setting. The one-story building contains four steeply pitched gables and a smaller gabled dormer. The dormer and three of the four gables have false half-timbers. The northwest corner of the property's lot is located at the corner of 8th Street and 5th Avenue, along IL 92. The property is in excellent condition. Along with updates since 2018, it contains many of its original construction materials and decorative elements.

Narrative Description

GENERAL DESCRIPTION

Skelly Service Station embodies significant characteristics true to its 1930s origin. The exterior is primarily made of stucco that has been painted white and the gables are trimmed with half-timbered boards painted red. The gable-ell roof is clad with asphalt shingles. Original red clay brickwork lines the bottom eighth of the north and east elevations where the facade meets the ground to create a brick base surround. It sits on a concrete foundation. When the original building was constructed in 1932, it had rectangular footprint and measured 14 feet by 15 feet. In 1938, a service bay with dimensions of 26 feet by 14 feet was added on to the western elevation, which created its current L-shaped plan. The addition added 3 gables which enhanced the Tudor Revival aesthetic.

SETTING

The property is situated at the southeast corner of 5th Avenue (IL 92) and 8th Street. The area is an older, largely residential neighborhood, located just 4 blocks from the western edge of the Moline Downtown Commercial Historic District, which was officially placed on the National Register of Historic Places on August 30, 2007. The placement of the building sits back from the road about 25 feet and is cut into the hillside which allows vehicles to drive onto the property from either 5th Avenue or 8th Street for service. A retaining wall painted with a decorative mural runs along the eastern property line. The building has two primary facades, but access to the entrance is located on the north elevation, which faces 5th Avenue. It is set back about 25 feet from the street. A sidewalk runs along 5th and 8th Street, with a 9-foot right of way from the street. Between the sidewalk along 5th Avenue and the building is trapezoidal-shaped parking lot, measuring approximately 25 feet deep and 46 feet at its longest point. The area of the lot located along front of the building to the sidewalk, approximately 29 feet long and 15 feet deep, is raised about one foot, with slight inclines on the east and west sides. The west elevation is set back about 14 feet from 8th Street. The sloped lot on the western property line has a masonry retaining wall with masonry steps at the juncture of the building's west and south elevations.

FRONT ELEVATION

The front, or north, elevation has a high-pitched gabled dormer on the east and a gable end on the west. Both have the Skelly Logo in the diamond-shaped windows directly beneath the eave's peak. These are illuminated by vintage porcelain enamel 18-inch industrial gas station light fixtures. The false timbering,

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characteristic of Tudor Revival architecture is comprised of 1' x 5" wood boards and painted red, the Skelly brand colors. Below the east dormer is the building's entrance, a three paneled door with glazing in the upper half. A double-sash window is on either side of the door. A third double-sash window is located directly beneath the west dormer.

The west elevation runs perpendicular to the north elevation. The gable end is in the northwest corner and has the same logo and false half timbers as the gables on the front elevation. The horizontal trim on the bottom of the half timbering extends across the elevation, creating a frieze board. The hillside is visible on this elevation, and the southwest corner cuts into the slope.

Only the gable end and a small part of the wall on the southwest corner is exposed on the south elevation. The gable end has no ornamentation except for the fascia board, which is painted red. Remnants of the chimney stack, which is capped off is at grade. The vent pipe is on the west slope of the gable end. The remainder of the elevation is built into the hillside. Another vent pipe is on the slope of the gable that runs east/west, near the northeast corner.

The east elevation is a gable end with false timbers in the same style as the front and west elevation. The only difference is the Skelly logo is not present in the diamond-shaped panel.

INTERIOR

The interior floorplan is largely open and comprised of the sales room, restroom, former service bay and The walls are a mixture of plaster, exposed brick, and exposed structural clay tile. The floors are concrete except for in the service bay, where they are brick.

The service area or sales room is in the northeast corner of the building and measures 14' deep x and 16' wide. A 5' x 7' restroom was added in the southeast corner of the room. It is constructed of horizontal, unpainted wood planks and has a white-painted, slab door. The north wall is plastered, with wood trim around the windows and door; the back or south wall is exposed clay structural tile. The east wall has no openings. The west wall has two doorways into the service bay, one on either side of a stub wall. The northernmost opening has wood trim and a five-paneled wood door. The southernmost opening has no exterior trim or door, only a head jamb and side jambs.

The former service bay is 13' wide x 25' deep. The ceiling is sloped at the roof/wall juncture. The brick floor is laid in a basketweave pattern. The north wall was where the garage door was located. It has since been enclosed with concrete blocks and has a double-sash window with wood trim in the center. Above the former opening, a single course of core hole bricks laid in a shiner bond, followed by the original brick wall laid in a stretcher bond. The entire wall is painted white.

The lower half of the west wall is plaster and the upper half is exposed, unpainted brick in a stretcher bond. In the center of the wall is a window opening that has been boarded over. At the roof wall juncture of the north wall, a single course of header brick tops five rows of stretcher bond. The course is partially continued onto the west wall. The chimney stack, which is flush against the wall, is partially exposed.

The east wall has two doorways into the sales room and a larger opening near the southeast corner that opens onto a small nook (6' x 6'). The walls between the opening and the doorway have brick wainscoting.

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INTEGRITY

Skelly Service Station has sufficient integrity for listing in the National Register of Historic Places as it possesses the significant features that identify it as a Cottage Gas Station. The most significant alteration was the 1938 addition which considerably increased the size of the original 1932 footprint. (See Figure 4 for an example of a Skelly Station similar to the 1932 building.) The addition was made by the Skelly Oil Company, is in keeping with the Cottage Gas Station type, and is included in the period of significance. At some point, after Skelly sold the property, the service bay was enclosed. While the enclosure of the bay is a non-contributing alteration, it does not adversely impact the design of this cottage gas station type, which was designed to blend into residential neighborhoods.

The building changed hands over time and eventually fell into disrepair (Figure 3). The current owners, who purchased the property in 2017, began renovation in 2018. All updates were made in consideration of the original design and function of the building.

EXTERIOR The roof was re-shingled in blue architecture shingles in recognition of the Skelly brand colors. The Skelly logo was painted on three of the four diamond-shaped windows. The front north door has been replaced with a wooden door salvaged from a home built in 1900. All three of the north-facing windows were deteriorated and replaced with new wood cased windows. In addition, a concrete driveway was poured.

INTERIOR | New water service lines were installed to the building and fresh plumbing was installed throughout the interior. A half bath was constructed in its original location at the southeast boundary of the building. Electrical service has been updated and brought to code. Heating and air conditioning have been installed via the installation of two mini-splits. The service bay room's floor was restored. The floor was laid with 1,100 Purington Bricks manufactured in Galesburg IL. All bricks were lifted, cleaned, re-laid, mortared, and sealed to preserve their aesthetic appeal. The brick walls of the service bay were stripped of multiple layers of paint and sealed to expose and preserve their original color and texture. Cracks and holes in the ceiling have been repaired and plastered. Likewise, the cement floor in the original 14' x 15' sales/office room has been exposed, repaired, and sealed.

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8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory or history.

Areas of Significance

(Enter categories from instructions.)

ARCHITECTURE

Period of Significance

1932;1938

Significant Dates

N/A

Significant Person

(Complete only if Criterion B is marked above.)
N/A

Cultural Affiliation (if applicable)

N/A

Architect/Builder

Unknown

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- A Owned by a religious institution or used for religious purposes.
- B removed from its original location.
- C a birthplace or grave.
- D a cemetery.
- E a reconstructed building, object, or structure.
- F a commemorative property.
- G less than 50 years old or achieving significance within the past 50 years.

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Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations).

The Skelly Oil Gas Station in Moline, IL is eligible for listing in the National Register of Historic Places under Criteria C, as an important example of the Cottage Gas Station building type. The period of significance is 1932, the date of the original 14' x 15' station, and 1938, when the 26' x 14' service bay was constructed. This property has sufficient integrity for listing as it continues to embody the distinct characteristics of the building type during the time periods in which it was constructed and enlarged.

Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

Cottage Type Gas Stations

As described by the Smithsonian National Museum of American History, "Before there were filling stations, consumers bought gasoline out of a barrel at the grocery or hardware store, pharmacy, or blacksmith shops. The new market for gas and consumer desire to buy gas led to a landscape dotted with gas stations." At that time, most people deemed gas stations as dirty fire hazards and did not want them near their residences or offices.¹ Gas pumps were often located along curbs so drivers could just pull over and fill up. This practice proved to be a traffic hazard, so local governments enacted ordinances that regulated their placement. This led to the first drive-in facilities but their gas stations were indistinct --strictly utilitarian in design and lacked aesthetic appeal. Often, they consisted of a shelter placed next to the pumps and were relegated to roadsides away from neighborhoods.²

As filling stations evolved, they became more than a place to refuel; they offered free air, water, crankcase service, and tire and tube service. Each station had a manager (owner) and attendants to refuel and facilitate needed repairs. In addition, filling stations helped shape American travel, selling the first commercial road maps in the United States. The change in service and structural positioning of the buildings changed retail and travel in the United States. Filling stations were the first commercial buildings to be set back from the street. The design accommodated consumers without disrupting street traffic which became a model that has come to dominate American retail.

American consumers' acceptance of filling stations began when to the Pure Oil Company developed a chain of gas stations in the English Cottage, or Tudor Revival style. By producing a standardized design for their gas stations that was visibly attractive, the company was able to increase their recognition and appeal to the tastes of middle- and upper-class Americans.³ The design, created in 1925 by Pure Oil's Chief Engineer of Marketing, Carl August Peterson, was so well-liked that the company used it for nearly 30 years. Other gas companies followed suit, designing gas stations that were compatible with their surroundings. The Tudor Revival or English Cottage styles were perhaps the most popular but Colonial and Spanish Revival styles were also represented. This practice of transforming stations into domestic abodes coincided with the City Beautiful

¹ "The English Cottage Gas Station that Has a Story to Tell in Cape Charles," *Secrets of the Eastern Shore*, December 5, 2014. <https://www.secretsoftheeasternshore.com/wondrous-2-cape-charles-gas-station/>, accessed 3/15/2024.

² William Kaszynski, *The American Highway: The History and Culture of Roads in the United States*, p. 65.

³ Pure Oil Station, National Register Nomination, Geneva, Kane County, Illinois, NR reference # 13000186, p. 7.

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Movement in which urban areas were being enhanced by parks, boulevards and other monumental developments.⁴

Common characteristics of cottage type gas stations include high-pitched, side gabled roofs with gabled entries, square or rectangular office plan, office windows with multiple lights, and large chimneys used solely for decoration. Half-timbering was often used in stations with Tudor Revival influences.⁵

Skelly Oil Company

Skelly Oil Company was one of several companies that trademarked its design of a cottage type gas station. Skelly was a medium-sized oil company founded in 1919 by William Grove (Bill) Skelly, Chesley Coleman Herndon and Frederick A. Pielsticker in Tulsa, Oklahoma. J. Paul Getty acquired control of the company during the 1930s. It became defunct when fully absorbed by Getty Oil Company in 1974, and the disused Skelly brand logo was revived by Nimmons-Joliet Development Corp. in 2012. Throughout the years Skelly Oil Company became known for its development of truck stops along interstates, its exploration and reproduction, fabrication, and distribution networking. It was a leader in offshore drilling and a pioneer in helping women establish credit.

Skelly Service Station, Moline

The Skelly Service Station is important as the only remaining Tudor Revival cottage type gas station in Moline. Its most identifiable characteristic is its steeply pitched gables with half-timbering. While no similar stations were identified in the city, there are two known remaining Skelly Stations in Moline. Both were built in 1938 and are examples of oblong box gas stations (Figure 5). This type, which was developed in the mid-1930s -- after the cottage and canopy stations, -- was more industrial in design and incorporated the different parts of the gas station into one unit, thus its oblong shape.⁶ The one at 2041 6th street is currently a restaurant and has been significantly altered. The other is an auto repair shop at 2100 5th avenue which still retains its original form and has Art Moderne/Deco influences. The adjacent city of Rock Island, directly west of Moline, does have an extant Skelly Service Station at 3801 14th Avenue. It has the front-facing gable and Tudor Revival influences seen in the Moline example. While it could be categorized as a cottage type station, it is a later version (1945) and does show influences of the oblong box type. (Figure 6)

Historical Context

Per the city of Moline's website, "The City of Moline was incorporated in April 1872. Then, Moline's main downtown commercial business district was located near factories that lined the Mississippi, in the area between the railroad tracks and the river. It had developed primarily along 3rd Avenue between 15th Street and 18th Street with brick Italianate two and three-story commercial buildings, taverns, theaters, and hotels lining the avenue. However, the railroad tracks that carried 75 trains per day by 1895 separated most residents from that commercial district.

By the turn of the century, many businesses began relocating south of the tracks. At first, they lined up along 15th Street, which carried the trolley line extending up the hill to the rapidly growing residential districts. Then,

⁴ Kaszynski, p. 65.

⁵ "Cottage Gas Station," *Colorado's Historic Architecture & Engineering Guide*, <https://www.historycolorado.org/cottage-gas-station>, accessed March 15, 2024.

⁶ "Oblong Box Gas Station," *Colorado's Historic Architecture & Engineering Guide*, <https://www.historycolorado.org/cottage-gas-station>, accessed March 15, 2024.

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during the 1910s, several large commercial buildings were built along 5th Avenue, establishing that street as the primary axis of a new downtown. In the process, dozens of stately homes that graced those avenues were replaced by commercial buildings.”

By the 1930's, the City of Moline's auto population had grown along with the number of auto dealerships located in the downtown area. In response to this growth, filling stations were built at the edges of downtown. An article from the *Dispatch* on Saturday, December 31, 1932, reported that fifty-nine filling stations were licensed in Moline in 1932. The nominated building is the only Tudor Revival cottage type station that remains intact in the City of Moline, IL.

Below is a brief historical account of the nominated buildings tenants. All of which contributed to the sustainability of the building's historical integrity, as no structural changes were made since the permitted addition in 1938.

1932	August 2	Wallace Mitchell Skelly Moline City Council announced approval of permits for a gas station to be built at the southeast corner of 8th St and 5th Ave intersection in Moline, IL.
1932	August 2,	Wallace Mitchell started leasing gas from Davenport, Iowa Tank Station.
1937	July 3,	Skelly Station leased to H.W. Grimm
1938	November 5	Permit for addition of service bay
1941	March 1,	Skelly Station leased to Helander
1942	April 3,	Skelly Station leased to Juels Service Station
1944	November	Public sale of oil station to the Estate of Anne & Ladette Lewis
1945	November 24	Skelly station leased to Koetz
1951	September 12	Ad for Lease in newspaper'
1958	July 5	A-1 Heating and Filter Service (No longer served as a gas station)
1962	October 6	Coynas Auto Service Leased
1966	February 15	Junior Achievement held the record for office space.
1978	June 1	Sam Brereton purchased property.
2017	October 1	Felix & Mary Vallejo purchased and began preservation of property.

Conclusion

The Skelly Service Station is important as the only remaining Tudor Revival cottage type gas station in Moline. This type was a corporate trademark of Skelly Oil Company and was used throughout the country. The station is important to the community and was listed as a City of Moline Historical Landmark on August 20, 2022. It has sufficient integrity for listing in the National Register of Historic Places.

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9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

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Wikimedia Foundation. (2022, February 9). *Skelly Oil*. Wikipedia. Retrieved April 29, 2023, from https://en.wikipedia.org/wiki/Skelly_Oil

Previous documentation on file (NPS):

preliminary determination of individual listing (36 CFR 67 has been requested)
 previously listed in the National Register
 previously determined eligible by the National Register
 designated a National Historic Landmark
 recorded by Historic American Buildings Survey # _____
 recorded by Historic American Engineering Record # _____
 recorded by Historic American Landscape Survey # _____

Primary location of additional data:

State Historic Preservation Office
 Other State agency
 Federal agency
 Local government
 University
 Other
Name of repository: Rock Island County Court House, Rock Island County Historical Society

Historic Resources Survey Number (if assigned):

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10. Geographical Data

Acreage of Property Less than one acre
(Do not include previously listed resource acreage; enter "Less than one" if the acreage is .99 or less)

Latitude/Longitude Coordinates
Datum if other than WGS84: _____
(enter coordinates to 6 decimal places)

1	<u>41.504043°</u> Latitude	<u>-90.525492°</u> Longitude	3	_____ Latitude	_____ Longitude
2	_____ Latitude	_____ Longitude	4	_____ Latitude	_____ Longitude

Verbal Boundary Description (Describe the boundaries of the property.)

The four lines make up the exterior boundaries of the property.

Parcel Number 08-32-316-001
Sheet 15
Lot: W 9' of N 110' LOT 6, N 110' Lot 7 Block 12 Prospect Parks Addn.

Two Intersecting stone walls mark the south and east boundaries. Two intersecting streets mark the north and west boundaries of the property.

Boundary Justification (Explain why the boundaries were selected.)

The boundary includes the building and the lot historically associated with it.

11. Form Prepared By

name/title	<u>Ursula Miniter, Engagement Specialist, with Barbara Sandberg and Joyce McKay</u>	date	<u>05/16/2023</u>
organization	<u>Royal Neighbors of America</u>	telephone	<u>309-235-9179</u>
street & number	<u>211 Fernwood Ave</u>	email	<u>ursulaminiter@gmail.com</u>
city or town	<u>Davenport</u>	state	<u>IA</u> zip code <u>52803</u>

Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Additional Documentation

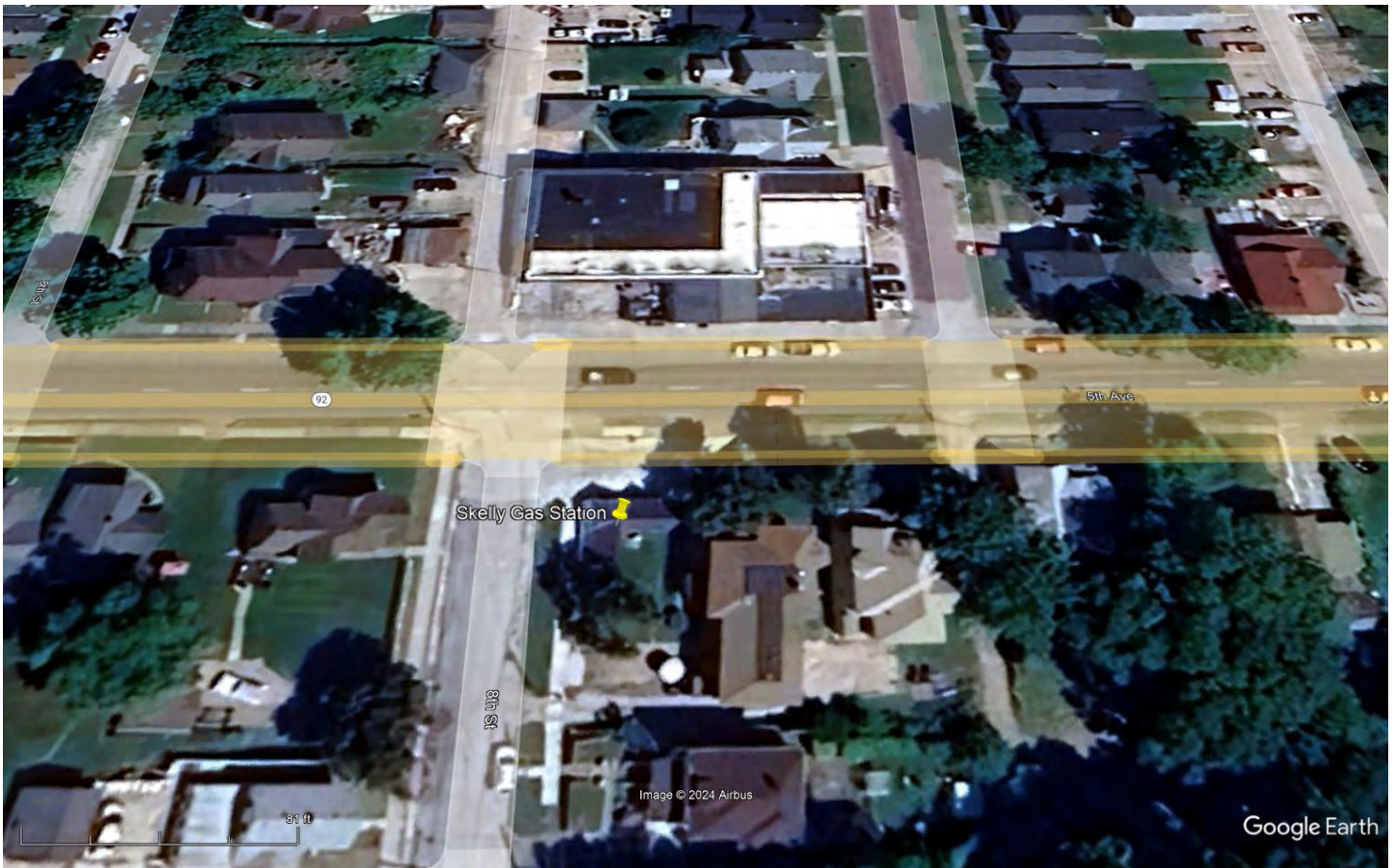
Submit the following items with the completed form:

- **GIS Location Map (Google Earth or BING)**
- **Local Location Map**
- **Site Plan**
- **Floor Plans (As Applicable)**
- **Photo Location Map** (Include for historic districts and properties having large acreage or numerous resources. Key all photographs to this map and insert immediately after the photo log and before the list of figures).

Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

• **GIS Location Map (Google Earth)**

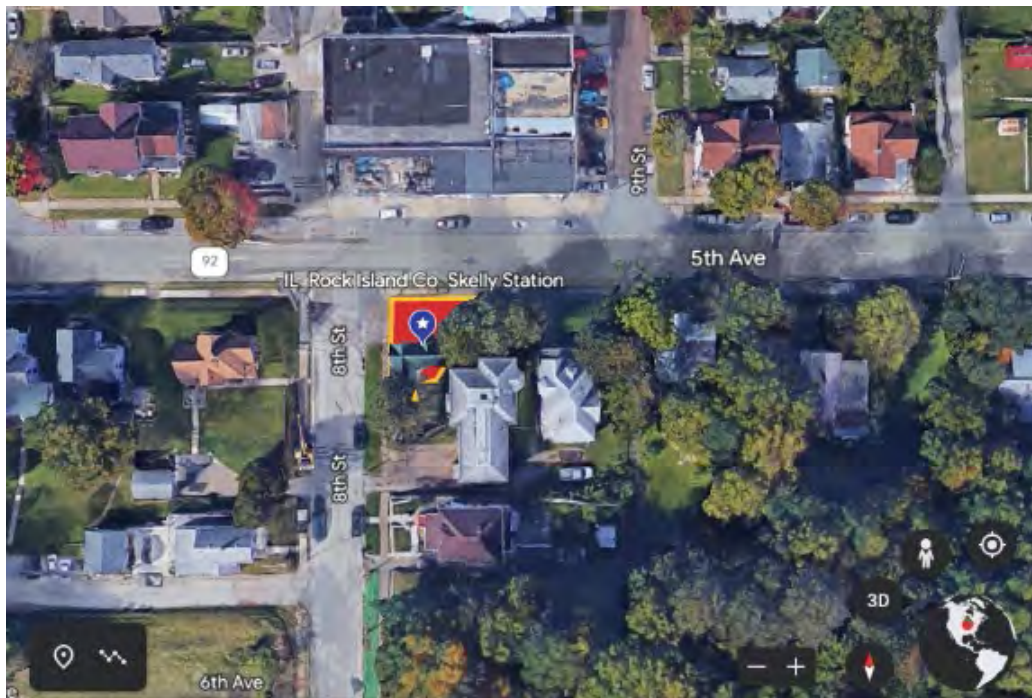


**Skelly Service Station, 820 S. 5th Avenue
Moline, Rock Island County
Latitude 41.504043°, Longitude -90.525492°**

Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

● **Local Location Map**



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

- **Site (property boundary outlined in yellow)**

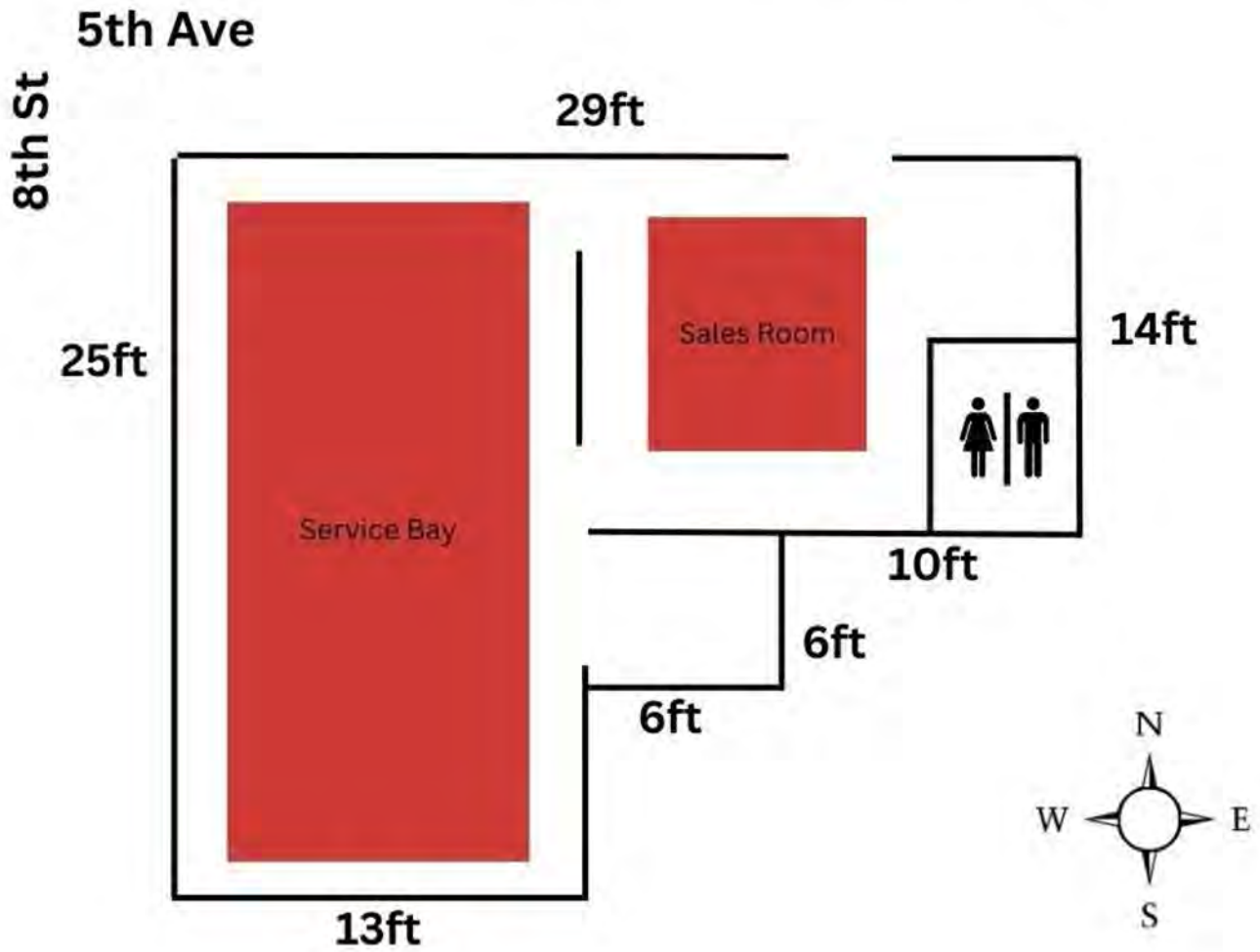


Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

• **Floor Plans (As Applicable)**

Skelly Station Site Plan 820 5th Avenue Moline, IL 61265



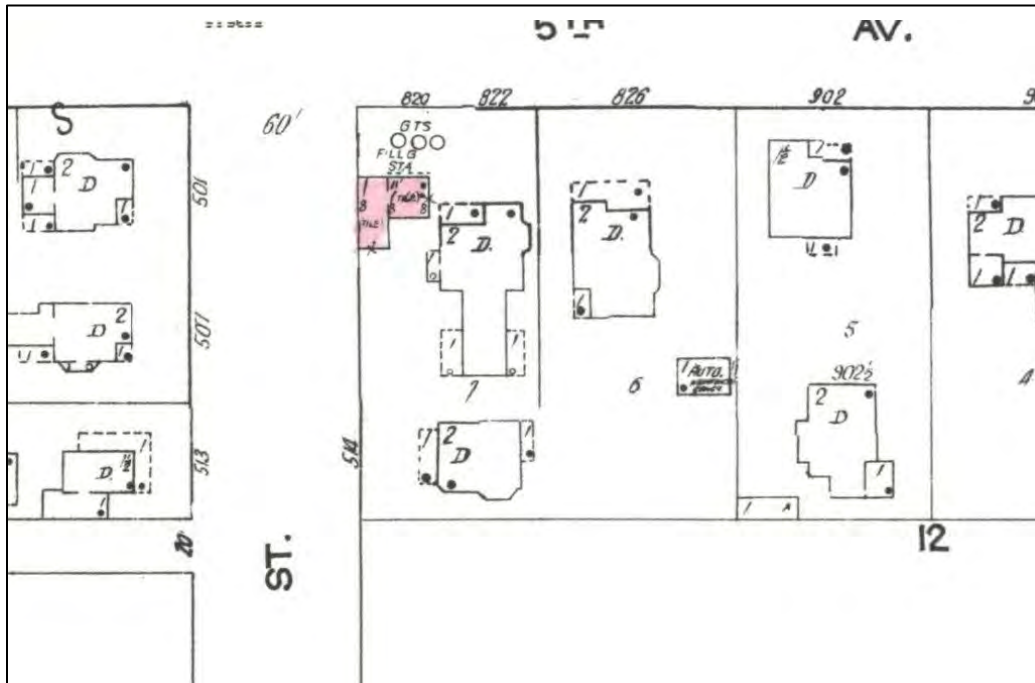
Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

List of Figures

(Resize, compact, and paste images of maps and historic documents in this section. Place captions, with figure numbers above each image. Orient maps so that north is at the top of the page, all documents should be inserted with the top toward the top of the page.)

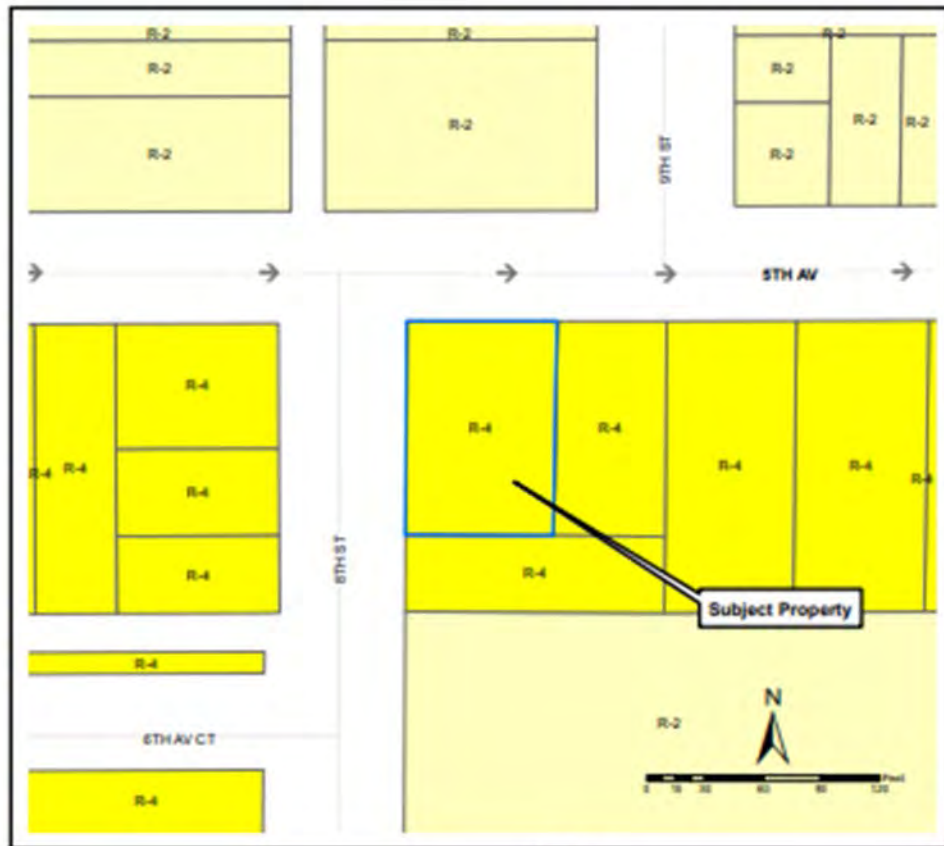
Figure 1: Skelly Service Station (pink), Sanborn Fire Insurance Map, Moline Rock Island County, Illinois.



Skelly Service Station
 Name of Property

Rock Island, Illinois
 County and State

Figure 2: Local Zoning Map showing location of Skelly Service Station



**2022-04-HPC
 LANDMARK DESIGNATION REVIEW**

Property PIN: 08-32-316-001
 Property Address: 820 5th Avenue
 Parcel-area size: 8250 sq. ft. (0.18 acres)
 Zoning: *R-4* 1 to 6 Family Dwelling District

Request: To designate property as a Local Landmark

HISTORIC PRESERVATION COMMISSION: 2022 JUNE 13th
 Map: Community and Economic Development Department

ZONING	
[Yellow]	*R-2* One-Family Residence District
[Yellow with diagonal lines]	*R-2* PUD One-Family Residence
[Light Yellow]	*R-4* One to Six Family Dwelling District
[Light Yellow with diagonal lines]	*R-4* Multi-Family Residence District
[Light Yellow with diagonal lines]	*R-4* PUD Multi-Family Residence District Planned Unit Development
[Light Green]	*R-1* Mobile Home Park District
[Light Blue]	*B-1* Neighborhood Business District
[Light Blue]	*B-2* Central Business District
[Light Blue]	*B-3* Community Business District
[Light Blue]	*B-3* PUD Community Business District
[Light Blue]	*B-4* Highway/Interstate Business District
[Light Blue]	*B-4 PUD* Highway/Interstate Business District Planned Unit Development
[Light Purple]	*I-1* Light Industrial District
[Light Purple]	*I-2* General Industrial District
[Light Purple]	*NC* Neighborhood Center District
[Light Purple]	*O-1* Office District
[Light Purple]	*ORT* Office/Research Park and Technology District
[Light Purple]	*AG-2* General Agricultural District
[Light Purple]	*C-2* Commercial District

Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Figure 3. Skelly Service Station prior to renovation.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Figure 4. Skelly Service Station Cottage Type with rear addition (Lebo, Kansas).



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Figure 5. Former Skelly Service Stations in Moline. 2041 16th Street (above), 2100 5th Avenue (below)



2100 5th Avenue, Moline, IL



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Figure 6. Former Skelly Service Station, 3801 14th Avenue, Rock Island.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photographs:

Submit clear and descriptive photographs. The size of each image must be 3000x2000 pixels, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log	Skelly Station, 820 5th Ave, Moline, IL. Photo Log		
Name of Property:	Skelly Station		
City or Vicinity:	Moline		
County:	Rock Island Co.	State:	IL
Photographer:	Ursula Minitier		
Date Photographed:	May 29, 2023		

Description of Photograph(s) and number, include description of view indicating direction of camera:

- Photo 1 of 11:** North Facade: view from 5th Avenue, camera facing south.
- Photo 2 of 11:** West Facade, view from 8th St, camera facing east.
- Photo 3 of 11:** South facade, camera facing north.
- Photo 4 of 11:** East facade, camera facing west.
- Photo 5 of 11:** Front entrance, 1900 door, City of Moline Landmark Plaque, camera facing south.
- Photo 6 of 11:** Kewanee Safe, interior, attached to concrete by I-beam, camera facing north-east corner of building.
- Photo 7 of 11:** 1952 Tokheim Gas Pump, located at center of interior, camera facing southwest.
- Photo 8 of 11:** Service bay Ceiling repair, Original light fixture locations remain, camera facing south.
- Photo 9 of 11:** Restored Purington Bricks in service bay.
- Photo 10 of 11:** View from interior of enclosed service bay door opening, camera facing north.
- Photo 11 of 11:** Constructed Restroom, camera facing southeast corner

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington,

Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 1 of 11: North Facade: view from 5th Avenue, camera facing south.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 2 of 11: West Facade, view from 8th St, camera facing east.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 3 of 11: South facade, camera facing north.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 4 of 11: East facade, camera facing west.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 5 of 11: Front entrance, 1900 door, City of Moline Landmark Plaque, camera facing south.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 6 of 11: Kewanee Safe, interior, attached to concrete by I-beam, camera facing north-east corner of building.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 7 of 11: 1952 Tokheim Gas Pump, located at center of interior, camera facing southwest.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 8 of 11: Service bay Ceiling repair, Original light fixture locations remain, camera facing south.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 9 of 11: Restored Purington Bricks in service bay.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 10 of 11: View from interior of enclosed service bay door opening, camera facing north.



Skelly Service Station
Name of Property

Rock Island, Illinois
County and State

Photo 11 of 11: Constructed Restroom, camera facing southeast corner



AGENDA ITEM DETAIL

June 18, 2024

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.

SUGGESTED ACTION: Approval

ATTACHMENTS: [POL RES1 Summer-Darren-QCMEG Intergovernmental Agreement 2025-EXP.pdf](#)
[POL RES1 Summer-Darren-QCMEG Intergovernmental Agreement 2025-CB x.pdf](#)
[POL RES1 Summer-Darren-QCMEG Intergovernmental Agreement 2025-ATT.pdf](#)

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.

Explanation: The Moline Police Department has a long history of participation in the Quad City Metropolitan Enforcement Group. Participation allows the department to provide law enforcement more effectively and efficiently through cooperative multi-jurisdictional efforts.

Staff Recommendation: Approval

Fiscal Impact: N/A

Council Bill/Resolution No.

Sponsor: _____

A RESOLUTION

AUTHORIZING the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.

WHEREAS, the participating law enforcement agencies are mandated to carry out law enforcement duties and responsibilities within the geographical boundaries of the parties and the jurisdiction and authority of each party is limited and such limitations are detrimental in combating crime; and

WHEREAS, participating law enforcement agencies recognize that criminal activity can more effectively be combated by the pooling of resources to provide a more efficient and effective means of law enforcement; and

WHEREAS, participation in the Quad City Metropolitan Group enhances the effectiveness of law enforcement resources through well-coordinated initiatives to coordinate the enforcement of laws without regard to jurisdictional boundaries.

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

That the Chief of Police, on behalf of the City of Moline, is hereby authorized to execute an Intergovernmental Agreement between the Quad City Metropolitan Enforcement Group and the Moline Police Department, setting forth the terms and conditions for agency participation, thereby enabling the Moline Police Department to engage in a cooperative effort in criminal investigations, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

June 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____

City Clerk

QUAD CITY METROPOLITAN ENFORCEMENT GROUP INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into in compliance with Iowa Code Chapter 28E and Iowa Code Section 804.7B of the 2013 Code of Iowa and Articles 7 and 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the Illinois Intergovernmental Drug Laws Enforcement Act (30 ILCS 715/1, et seq.) to enable the below named law authorities in Iowa and Illinois to engage in a cooperative effort in criminal investigations and prosecutions thereof, particularly involving multi-jurisdictional illegal drug trafficking, gun trafficking, human trafficking, violent crimes, and the use and distribution of controlled substances.

The parties to this agreement are:

- The Illinois State Police
- Bettendorf Police Department
- Rock Island Police Department
- East Moline Police Department
- Rock Island County Sheriff's Department
- Rock Island State's Attorney Office
- Moline Police Department
- Davenport Police Department
- Scott County Attorney's Office
- Silvis Police Department
- Milan Police Department
- Iowa Division of Narcotics Enforcement

1. The parties agree to pool and integrate certain law enforcement resources into the Quad Cities Metropolitan Enforcement Group (hereinafter referred to as MEG) to coordinate the enforcement of drug laws without regard to jurisdictional boundaries of the parties hereto and to cooperate with other state and federal groups.

2. The parties agree to cooperatively engage in authorized criminal investigations and prosecutions, particularly involving illegal drug trafficking and the use and distribution of controlled substances within our geographical jurisdictions.

3. No separate, legal entity will be created.

4. The parties agree that a MEG Policy Board shall be established and shall administer the operations of this agreement. The MEG Policy Board shall consist of an elected public official, or designee, and the chief law enforcement officer, or a designee, from each participating unit of government. The MEG Policy Board shall establish a separate agreement setting forth the operational procedures and requirements for MEG. In addition to any provisions of said agreement, the MEG Policy Board shall determine the following:

- A. Establishment of an Executive Committee.
- B. Designation of a Fiscal Officer.

C. Designation of a Director and Deputy Director of MEG.

D. Appointment of law enforcement officers to the MEG unit.

6. Funding for MEG shall be overseen by the Fiscal Officer. Funding for MEG shall be provided by various government grants, funds from the Illinois State Police, the High Intensity Drug Trafficking Area program, forfeiture funds received from federal and state agencies, and through contributions made by the respective participating units of government. Law enforcement personnel assigned to MEG shall remain employees of their respective participating units of government and shall be compensated in accordance with its regular procedure.

7. The fiscal year for MEG shall commence on July 1 and terminate on June 30 of every year. The Fiscal Officer shall be responsible for preparing an annual budget to be approved by the MEG Policy Board prior to each fiscal year. The Board may authorize the hiring of private accounting and auditing agencies to assist the Fiscal Officer in his duties.

8. The MEG Policy Board may terminate this agreement and disband MEG at any time by a majority vote of the Board.

9. This agreement shall commence on July 1, 2024 and conclude on June 30, 2025. Unless the MEG Policy Board terminates the agreement as set forth above, the duration of this agreement shall be for a 1-year period. The agreement shall automatically be renewed on a year-to-year basis. Any of the parties may withdraw from this agreement by providing at least thirty-(30)- days advance, written notice of said intent to withdraw to all other parties to the agreement. Any party so withdrawing agrees to cooperate fully in concluding and pending investigation wherein their participation is necessary for a proper resolution, and to cooperate fully in any subsequent prosecution of such matters.

10. Upon withdrawal from, or termination of MEG, property and equipment shall be distributed as follows:

- A. In the event a party withdraws, that party shall be entitled to the return of any property and equipment supplied to MEG for which title remains vested in that party. Property and equipment donated or otherwise given to MEG as a gift or contribution shall remain the property of MEG. The withdrawing party shall not be entitled to any funds contributed to, or in the possession of, MEG.
- B. In the event MEG terminates operations, the remaining participating parties shall share, in proportion to their individual sworn officer commitment to MEG at the time of termination, in the division of MEG assets not otherwise required to be returned to a contributing entity as set forth in paragraph 10.A.
- C. The division and/or liquidation of MEG assets in the event of termination shall be at the sole discretion and direction of the MEG Policy Board. Any party which withdraws from MEG prior to the date of termination shall forfeit any right to receive property or proceeds upon dissolution.

11. Each party agrees to assume all risks of liability arising out of the operation and investigations conducted within its respective geographical jurisdiction. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective law enforcement agency.

12. This agreement shall not be effective unless and until approved by the Attorney General of Iowa.

13. Any modification of this agreement requires written approval by the MEG Policy Board and all parties.

The undersigned representatives hereby agree to the terms and conditions as they relate to agency participation in the Quad City Metropolitan Enforcement Group, as set forth in this Intergovernmental Agreement.

Name: _____

Signature: _____

Title: _____

Date: _____

Agency: _____

AGENDA ITEM DETAIL

June 18, 2024

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with General Constructors, Inc. of the Quad Cities, for Project #1436, 70th Street and John Deere Parkway Retaining Wall, for the amount of \$441,630.75.

SUGGESTED ACTION: Approval

ATTACHMENTS: [ENG RES1 Phillips-Dryer - Project 1436 70th Street and John Deere Parkway Retaining Wall - EXP.pdf](#)
[ENG RES1 Phillips-Dryer - Project 1436 70th Street and John Deere Parkway Retaining Wall - CB x.pdf](#)
[ENG RES1 Phillips-Dryer - Project 1436 70th Street and John Deere Parkway Retaining Wall - ATT1.pdf](#)
[ENG RES1 Phillips-Dryer - Project 1436 70th Street and John Deere Parkway Retaining Wall - ATT2 \(MAP\).pdf](#)

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with General Constructors, Inc. of the Quad Cities, for Project #1436, 70th Street and John Deere Parkway Retaining Wall, for the amount of \$441,630.75.

Explanation: Bids were opened and publicly read on May 28, 2024, for Project #1436, 70th Street and John Deere Parkway Retaining Wall, with the following results:

\$441,630.75	General Constructors, Inc. of the Quad Cities
\$514,119.00	McCarthy Improvement Company
\$572,861.70	Helm Civil

General Constructors, Inc. of the Quad Cities submitted the lowest and most responsible and responsive bid.

In 2023, City staff became aware of a failing retaining wall on the north side of John Deere Parkway, just east of 70th Street. City staff engaged IMEG, Inc. to investigate and design a new retaining wall. IMEG designed a soldier pile wall which will be constructed in front of the existing sheet pile wall. Soldier pile walls have a concrete exterior, which will be constructed in an aesthetically-pleasing brick-type pattern.

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

	Budget	As-Bid	
CIP	\$1,000,000.00	\$441,630.75	510-9965-438.08-98
Total	\$1,000,000.00	\$441,630.75	

Council Bill/Resolution No. _____
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a contract with General Constructors, Inc. of the Quad Cities, for Project #1436, 70th Street and John Deere Parkway Retaining Wall, for the amount of \$441,630.75.

WHEREAS, bids were solicited and publicly read on May 28, 2024, with General Constructors, Inc. of the Quad Cities submitting the lowest and most responsible and responsive bid; and

WHEREAS, funds are budgeted as detailed below; and

	Budget	As-Bid	
CIP	\$1,000,000.00	\$441,630.75	510-9965-438.08-98
Total	\$1,000,000.00	\$441,630.75	

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 General Constructors, Inc. of the Quad Cities, for Project #1436, 70th Street and John Deere Parkway Retaining Wall, for the amount of \$441,630.75; 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 18, 2024

Date

Passed: June 18, 2024

Minutes Approved: July 9, 2024

Attest: _____

City Clerk

**CITY OF MOLINE
CONTRACT**

THIS AGREEMENT, made and concluded on _____,
between **GENERAL CONSTRUCTORS, INC. OF THE QUAD CITIES** of **480 42ND STREET,
BETTENDORF, IA 52722** hereinafter referred to as the “CONTRACTOR,” and the CITY OF
MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FOUR HUNDRED FORTY-ONE THOUSAND, SIX HUNDRED THIRTY, AND 75/100 (\$441,630.75) 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 #1436, 70TH STREET AND JOHN DEERE PARKWAY RETAINING WALL** 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 January 1, 2022, subsequently modified by the “Supplemental Specifications and Recurring Special Provisions” adopted January 1, 2024, the 2023 Moline Supplemental Specifications, and the project 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 on their website.

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 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 **FOUR HUNDRED FORTY-ONE THOUSAND, SIX HUNDRED THIRTY, AND 75/100 (\$441,630.75) 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:

CITY:

General Constructors, Inc. of the Quad Cities

CITY OF MOLINE, ILLINOIS

By:

DocuSigned by:
Dan Ward
AD7DF0B9ABF7491...

President

By:

Mayor

Attest:

City Clerk

Date:

PERFORMANCE, LABOR, MATERIAL AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT General Constructors Inc. of the Quad Cities, as Principal, and United Fire & Casualty Company, as Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of Four Hundred Forty-One Thousand, Six Hundred Thirty, and 75/100----- Dollars, (\$441,630.75) to be paid to the City of Moline, Illinois and for the lawful payment of said sum, we and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors, and assigns firmly by these presents. The condition of this bond is such that:

WHEREAS, the above-named principal did on the 18th day of June, 2024, enter into a contract with the City of Moline, Illinois for:

Project #1436 - 70th Street and John Deere Parkway Retaining Wall

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract of his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Illinois and all of the ordinances of the City of Moline, Illinois, applicable to the aforesaid contract and this bond and conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated;

2. Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with construction with the work aforescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made shall have been so specified;

3. Maintain any public improvement installed or constructed under said contract from defective material or workmanship in said work for a period of one (1) year from the date of acceptance of said work.

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of 30 ILCS 550/1 et seq. (Ill Compiled Statutes). Further, the principal and surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City of Moline will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or material furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Moline and the principal has been made.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work or because of extensions of time for the performances of the work and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extension of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right to sue upon such bond in the name of the City of Moline, Illinois for his use and benefit for the recovery of such payment. It is further agreed that no such suit shall be instituted until the expiration of one hundred and twenty (120) days after the date of the last item of work or the furnishing of the last item of materials except in the case where final settlement between the City of Moline and the contractor shall have been prior to the

expiration of the 120-day period, in which case, action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

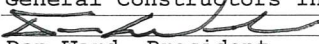
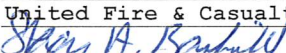
A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of June, 2024, or have caused these presents to be executed by our authorized agent on the same day and year.

General Constructors Inc. of the Quad Cities

Dan Ward, President
United Fire & Casualty Company

Stacy A. Banfield, Attorney-In-Fact



KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

LAURA A. FOUST, BRIAN C. MATLOCK, MICHAEL F. WERNSMAN, JOYCE L. BRIGGS, STACY A. BANFIELD, SETH W. DOUP, AARON E. MATLOCK, MEREDITH MORROW, ADAM KERNS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of August, 2021

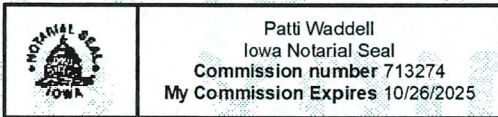
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
Vice President



State of Iowa, County of Linn, ss:

On 1st day of August, 2021, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 18 day of June, 2021.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2024

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 Street; Suite 4B Davenport IA 52801	CONTACT NAME: Laura Foust, CPCU, AAI, CRIS, CISR 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 : United Fire & Casualty</td> <td>13021</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td>19682</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 : United Fire & Casualty	13021	INSURER B : Hartford Fire Insurance Company	19682	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED General Constructors, Inc. of the Quad Cities etal. 480 - 42nd Street Bettendorf IA 52722	GENECON-02														

COVERAGES

CERTIFICATE NUMBER: 1784958454

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			60348169	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 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			60348169	1/1/2024	1/1/2025	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 \$ 0			60348169	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	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"/> N	N/A	83WEOH3030	1/1/2024	1/1/2025	<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
A	Leased/Rented Equipment Installation Floater			60348169	1/1/2024	1/1/2025	Limit: 480,000 Limit: \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1436 70th street and John Deere Parkway Retaining Wall
 City of Moline is an Additional Insured on the Commercial General Liability, Auto Liability and Excess Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance, and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Excess Liability and Workers' Compensation/Employers Liability in favor of the Additional Insured. A copy of the (30) days notification of cancellation endorsement needs to be included. written contract subject to policy conditions, forms, and exclusions. The Umbrella follows form over the underlying.

CERTIFICATE HOLDER**CANCELLATION**

City of Moline
 3635 4th Avenue
 Moline IL

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At 2. **Exclusions** exclusion a. **Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At 2. **Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning 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 **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At 2. **Exclusions** exclusion g. **Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At 2. **Exclusions** the following is added to paragraph (4) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At 2. **Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. **Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**



b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under **Coverage H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 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.

3. Loss of Earnings

Item **1.d.** is amended as follows:

- 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.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and 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.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) **Coverage A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

(2) **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

- a. 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;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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.

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.

- c. 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 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



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.

6. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
 - (2) 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.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - (1) This insurance afforded the vendor does not apply to:
 - (a) "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;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) 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.
 - (e) 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 products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) 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.
 - (h) "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 Sub-paragraphs d. or f.; 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.
 - (2) This insurance does not apply 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.

7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. 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 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 your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

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.

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.

- b. 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.

8. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

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 exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:



- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

10. Additional Insured- Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
 - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (2) 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) above; or
 - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B; and
 - d. Damages under Coverage H.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage G.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is 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, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph 5. of SECTION III – LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for Water Damage Legal Liability.

Coverage G - Product Recall Expense

9. Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 10 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- 13 Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.



15. Subject to 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for “property damage” under Coverage F - Electronic Data Liability Coverage for loss of “electronic data” is \$50,000 without regard to the number of “occurrences”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in SECTION II – WHO IS AN INSURED of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. "**Duties in the event Occurrence, Offense, Claim or Suit**" c. You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards 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.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

SECTION V – DEFINITIONS

A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.



25. "Product recall expense" means reasonable and necessary expenses for:

- a.** Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- b.** Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- c.** Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- d.** Transportation and accommodation expense incurred by your employees.
- e.** Rental expense incurred for temporary locations used to store recalled products.
- f.** Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- g.** Transportation expenses incurred to replace recalled products.
- h.** Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Terms and provisions of this endorsement shall supercede any inconsistent language in any other coverage form

1. Section II – Who Is An Insured is amended to include as an additional insured:

- a. 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; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (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.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, 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.

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 the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable 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. Only for the purpose of the insurance provided by this endorsement, SECTION V – DEFINITIONS is amended to add the following definition:

"Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- a. Is currently in effect or becoming effective during the term of this policy; and
- b. Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

Project 1436

70th Street and John Deere Parkway Retaining Wall

Bid Opening: May 28th, 2024 at 11:00AM

				General Constructors, Inc. (General Constructors, Inc. of the Quad Cities)		McCarthy Improvement Company		Helm Civil	
				Total Price	\$441,630.75	Total Price	\$514,119.00	Total Price	\$572,861.70
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	EARTH EXCAVATION	401.4	CU YD	\$90.00	\$36,126.00	\$82.00	\$32,914.80	\$80.00	\$32,112.00
2	POROUS GRANULAR EMBANKMENT	401.4	CU YD	\$140.00	\$56,196.00	\$95.00	\$38,133.00	\$123.00	\$49,372.20
3	FILTER FABRIC	799	SQ YD	\$3.25	\$2,596.75	\$3.50	\$2,796.50	\$3.00	\$2,397.00
4	CONCRETE STRUCTURES	39.4	CU YD	\$1,950.00	\$76,830.00	\$2,665.00	\$105,001.00	\$2,450.00	\$96,530.00
5	STUD SHEAR CONNECTORS	134	EACH	\$34.00	\$4,556.00	\$18.00	\$2,412.00	\$35.00	\$4,690.00
6	REINFORCEMENT BARS	3806	LB	\$2.00	\$7,612.00	\$1.70	\$6,470.20	\$3.00	\$11,418.00
7	DRILLING AND SETTING SOLDIER PILES (IN ROCK)	2202	CU FT	\$42.00	\$92,484.00	\$19.00	\$41,838.00	\$65.00	\$143,130.00
8	DRILLING AND SETTING SOLDER PILES (IN SOIL)	734	CU FT	\$65.00	\$47,710.00	\$9.25	\$6,789.50	\$60.00	\$44,040.00
9	FURNISHING SOLDIER PILES (W SECTION)	736	FOOT	\$95.00	\$69,920.00	\$220.00	\$161,920.00	\$175.00	\$128,800.00
10	CONTROLLED LOW-STRENGTH MATERIAL	90	CU YD	\$250.00	\$22,500.00	\$250.00	\$22,500.00	\$235.00	\$21,150.00
11	PIPE UNDERDRAIN FOR STRUCTURES	131	FOOT	\$40.00	\$5,240.00	\$109.00	\$14,279.00	\$38.00	\$4,978.00
12	PIPE UNDERDRAIN FOR STRUCTURES (SPECIAL)	59	FOOT	\$40.00	\$2,360.00	\$35.00	\$2,065.00	\$35.50	\$2,094.50
13	ABOVE GRADE 4" DIA. CORRUGATED PIPE DRAIN	50	FOOT	\$50.00	\$2,500.00	\$8.00	\$400.00	\$43.00	\$2,150.00
14	TRAFFIC CONTROL	1	L.SUM	\$5,000.00	\$5,000.00	\$65,100.00	\$65,100.00	\$12,000.00	\$12,000.00
15	CONSTRUCTION LAYOUT	1	L.SUM	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00
16	SEEDING SPECIAL COMPLETE	1	L.SUM	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00

**PROJECT 1436
70TH STREET AND JOHN DEERE
PARKWAY RETAINING WALL PROJECT**

70th Street

**RETAINING WALL
LOCATION**

John Deere Parkway

John Deere Road



**ANTICIPATED BRICK PATTERN
OF NEW SOLDIER PILE WALL**