



**City Council Meeting Agenda
July 28, 2025 - 6:45 PM
City Council Chambers, City Hall, 3rd Floor,
1528 Third Avenue, Rock Island, IL**

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- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Moment of Silence**
- 5. Public Comment**
- 6. Update Rock Island**
- 7. Passage of Ordinances and Resolutions**
 - a. An ordinance amending Chapter 3 "Alcoholic Liquor" Sec. 3-12(c) Limitations on Certain Licenses, providing City Council with the discretion to grant the creation of an additional license in a Class with a restriction on size. (Second Reading)

Motion:	Motion to pass the ordinance.
RC	Roll Call vote is needed.
 - b. A special ordinance approving a development agreement between the City of Rock Island and New Field Ventures, LLC. (Second Reading)

Motion:	Motion to pass the ordinance.
RC	Roll Call vote is needed.
 - c. Report from Administration regarding a resolution for a moratorium on all new boarding houses, congregate living facilities, detoxification facilities, food pantries, emergency shelters, halfway houses, homeless shelters, soup kitchens, and transitional housing expiring November 24, 2025.

Motion:	Motion to adopt the resolution.
RC	Roll Call vote is needed.
 - d. Report from the City Clerk's Office regarding a resolution adopting the full release and partial release of Closed Session minutes and the destruction of audio recordings from the same Closed Session minutes.

Motion: Motion to approve the full release and partial release of Closed Session minutes as recommended and adopt the resolution.

RC Roll Call vote is needed.

- e. Report from the Wetland Task Force regarding a resolution on the City's commitment to register the Southwest Rock Island Wetlands as a Land and Water Reserve with the Illinois Department of Natural Resources.

Motion: Motion to adopt the resolution.

RC Roll Call vote is needed.

8. Ordinances (First Readings)

- a. Report from the Community Development Department regarding amendments to Chapter 4: Building Regulations of the Municipal Code. (First Reading)

Motion: Motion to consider the ordinance.

RC Roll Call vote is needed.

- b. Report from the Community Development Department regarding an amendment to the International Residential Code removing a requirement for fire sprinkler systems in one- and two-family houses. (First Reading)

Motion: Motion to consider the ordinance.

RC Roll Call vote is needed.

- c. Report from the Community Development Department regarding the establishment of an urban agriculture ordinance. (First Reading)

Motion: Motion to consider the ordinance.

RC Roll Call vote is needed.

- d. Report from the Economic Development Department regarding removal of parcels from the Parkway/I-280 Tax Increment Financing (TIF) District - As Amended. (First Reading)

Motion: Motion to approve the removal of parcels and consider the ordinance.

RC Roll Call vote is needed.

- e. Report from the Traffic Engineering Committee regarding a request from Kim Romano to remove the handicapped parking space at 3752 12th Street. (First Reading)

Motion: Motion to approve the request and consider the ordinance.

RC Roll Call vote is needed.

- f. Report from the Traffic Engineering Committee regarding a request from Daniel Bounds to remove the handicapped parking space at 1529 10th Avenue. (First Reading)

Motion: Motion to approve the request and consider the ordinance.
RC Roll Call vote is needed.

9. Consent Agenda

All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless an Alderperson so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

- a. Report from the City Clerk's Office regarding requests from Greater Antioch Baptist Church to use sound amplification and to close 10th Avenue between 14th & 14 1/2 Streets on Sunday, August 3, 2025, from 9 a.m. to 12:30 p.m. for their annual outdoor worship service.
- b. Report from the City Clerk's Office regarding a request from IMPAACT Real Youth Empowerment to close 9th Street between 6th & 7th Avenues on Saturday, August 9, 2025 from 10 a.m. to 4 p.m. for their BackPaacts with Purpose Drive.
- c. Report from the City Clerk's Office regarding a request from the MLK Center to use sound amplification on Saturday, August 30, 2025, from 8 a.m. to 8 p.m.; a request to close 9th Street between 12th and 13th Avenues on Friday, August 29, 2025 through Saturday, August 30, 2025, from 8 a.m. to 10 p.m. for their Soul of the City event; a request to hold a parade on Saturday, August 30, 2025; and a request to waive all fees.
- d. Minutes from the July 14, 2025 Closed Session.
- e. Minutes from the July 14, 2025 Study Session and City Council meeting.

Motion: Motion to approve Consent Agenda items a through e.
RC Roll Call vote is needed.

10. Claims/Purchases

- a. Report from the Public Works Department regarding payment #1 to Summerset Marine Construction, Whitewater, Wisconsin, for the Sunset Marina Dock Replacement Project in the amount of \$402,121.80 using ARPA funds (unrestricted).
- b. Report from the Public Works Department requesting authorization to purchase a Marina Lift Station pump from Electric Pump, Des Moines, Iowa, in the amount of \$10,870 using ARPA funds (unrestricted).
- c. Report from the Public Works Department regarding payment to IMEG, Rock Island, Illinois, for the Sunset Marina electrical upgrades project in the amount of \$15,760 using ARPA funds (unrestricted).

Motion: Motion to allow claims a through c.
RC Roll Call vote is needed.

- d. Report from the Public Works Department regarding payment to Crawford Company, Rock Island, Illinois, for the Sunset Marina electrical upgrades project in the amount of \$10,854 using ARPA funds (unrestricted).

Motion: Motion to allow the claim.
RC Roll Call vote is needed.

11. Contracts/Agreements

- a. Report from the Fire Department regarding the Quad City Region Incident Management Assistance Team (QCRIMAT) Agreement.

Motion: Motion to approve the agreement and authorize the City Manager to execute the document.
RC Roll Call vote is needed.

- b. Report from the Police Department regarding a one-year agreement and reciprocal reporting agreement with the Rock Island-Milan School District #41 to provide a Police Department School Resource Officer (SRO) at Rock Island High School.

Motion: Motion to approve the agreements, subject to minor attorney modifications, and authorize the City Manager and staff to execute the documents.
RC Roll Call vote is needed.

- c. Report from the Public Works Department regarding an open-ended lease agreement with Enterprise Fleet Management for approximately twenty 2025 Ford Explorer Police Interceptor vehicles.

Motion: Motion to approve the negotiation of an open-ended lease agreement.
RC Roll Call vote is needed.

- d. Report from the Public Works Department regarding the Franciscan Storage/Treatment Water Line Replacement Project, recommending the bid be awarded to McClintock Trucking and Excavating, Silvis, Illinois, in the amount of \$47,660.

Motion: Motion to award the bid and authorize the City Manager to execute the documents.
RC Roll Call vote is needed.

- e. Report from the Public Works Department regarding an amendment to the Site License Agreement with AT&T for the 1405 36th Street water tower.

Motion: Motion to approve the amendment and authorize the City Manager to execute the document.
RC Roll Call vote is needed.

12. Budget/Finance Items

- a. Report from the Finance Department regarding a budget adjustment to the General Fund (100) in the amount of \$35,000.

Motion: Motion to approve the budget adjustment.

RC Roll Call vote is needed.

13. Department Reports

- a. Report from the Community Development Department regarding a fence variance request from Illinois Casualty Company (ICC) for property at 225 20th Street.

Motion: Motion to approve the variance for the fence height.

RC Roll Call vote is needed.

- b. Report from the Community Development Department regarding a sign variance request from Quad City Botanical Center for property at 2525 4th Avenue.

Motion: Motion to approve the sign variance.

RC Roll Call vote is needed.

14. Other Business/New Business

15. Closed Session

- a. **5 ILCS120/2(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding must be recorded and entered into the minutes of the closed meeting.**

Motion: Motion to enter Closed Session for the exception cited.

VV Voice vote is needed.

16. Adjourn

- a. Motion: Motion to Adjourn to August 11, 2025

VV Voice vote is needed.

This agenda may be obtained in accessible formats by qualified persons with a disability by making appropriate arrangements from 8:00 am to 5:00 pm, Monday through Friday, by contacting the City Clerk's Office at (309) 732-2010 or visiting in person at: 1528 Third Avenue, Rock Island, IL 61201.

Memorandum



To: Rock Island City Council
From: Samantha Gange, City Clerk
Subject: An ordinance amending Chapter 3 "Alcoholic Liquor" Sec. 3-12(c) Limitations on Certain Licenses, providing City Council with the discretion to grant the creation of an additional license in a Class with a restriction on size. (Second Reading)

Motion: Motion to pass the ordinance.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

- This item was tabled to the first July meeting by a vote of the City Council at the April 14, 2025, meeting. Originally, three amendments to the liquor ordinance were proposed and Council voted to separate the three amendments. The other two amendments to the ordinance were passed at the April 28, 2025, meeting.
- **Sec. 3-12(c) Exemption to Limits:** Remove the Commissioner and Mayor and replace with the City Council. The City Council may, at their discretion, grant the creation of an additional license in a Class with a restriction on size that has already been met, if it is found that the creation of such a license is necessary for the public convenience of the residents and is in the best interest of the City. In deciding whether to issue a license under this exception, the City Council shall consider a non-exhaustive list of factors.

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

It is recommended that Council consider the amendment to Chapter 3 Alcoholic Liquor.

Submitted by: Amanda Torres, Deputy Clerk

Approved by:

ORDINANCE NO. 2025

AN ORDINANCE AMENDING CHAPTER 3, “ALCOHOLIC LIQUOR,” OF THE ROCK ISLAND CODE OF ORDINANCES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK ISLAND, ILLINOIS:

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the City of Rock Island is a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution and, pursuant to the provisions of said Section 6 of Article VII, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, City staff has reviewed Chapter 3 of the Rock Island Code of Ordinances, and desires to make changes to the Code to better reflect City Council goals for the City of Rock Island;

NOW, THEREFORE, be it ordained, by the CITY OF ROCK ISLAND, ILLINOLIS as follows:

Section 1. That Chapter 3, “ALCOHOLIC LIQUOR,” [3-12(c)] of the Rock Island Code of Ordinances is amended by as attached to this Ordinance;

Section 2. Severability. If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 3. The clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

MAYOR OF THE CITY OF ROCK ISLAND

PASSED:

AYES: Alderpersons

APPROVED:

ATTEST:

CITY CLERK

NAYS:

ABSENT:

CHAPTER 3 ALCOHOLIC LIQUOR

Sec. 3-1. Definitions.

The following words and terms shall have the meanings respectively ascribed to them:

Alcohol: The product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

Alcoholic Liquor: Includes alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed by a human being and containing more than one-half of one percent (0.5%) of alcohol by volume.

Applicant: An individual applying for a liquor license within the City of Rock Island, IL.

Bar: Any facility for serving or dispensing alcoholic liquor located on premises which have a valid liquor license.

Bartender: Any male or female over the age of twenty-one (21) employed in the mixing, pouring, or drawing of alcoholic liquor.

Beer: A beverage obtained by the alcoholic fermentation of and infusion or concoction of barley, or other grain, malt and hops in water, and includes among other things, beer, ale, stout, lager beer, porter and the like.

Caterer Retailer: A person, corporation or business entity who serves or sells alcohol at a "catering location" as defined herein, as an incidental part of its food preparation and service business. Prepared meals and the sale or service of alcoholic liquor must be for a price agreed upon under contract and may include a cash bar.

Catering Location: A location that may or may not be open to the general public where, pursuant to an agreement with an event sponsor or host, the catering retailer licensee is providing prepared food and/or liquor at either a private or public function. The caterer retailer licensee is limited to serving or selling alcohol only for consumption at the catering location.

Convenience Store: A retail establishment which offers for sale, a variety of food and nonfood items including pop, cigarettes, snacks and toiletries, etc., in a limited physical space.

Deliver or Delivery: The actual constructive or attempted transfer of possession of alcoholic liquor.

Discount Store: A retail establishment which concentrates in mass merchandising for the purpose of offering goods for sale at reduced prices.

Distributor: Any person, corporation or business entity, who is engaged in the city in purchasing, storing, possessing, or warehousing any alcoholic liquors for resale.

Drugstore: A retail establishment which offers the service of a licensed pharmacist to fill prescriptions of licensed physicians, surgeons and dentists, as well as the sale of over the counter medication and everyday home and office supplies such as toiletries, cosmetics and stationery.

Golf Course: A green available to the general public which is run by the Rock Island Park board and contains at least nine (9) holes. This terrain shall be devoted to the game of golf only. Miniature golf shall not be included in this description.

Grocery Store: A retail establishment which offers for sale all types of foodstuffs both perishable and nonperishable for consumption off the premises. To a smaller extent, toiletries, magazines, cigarettes and other pharmaceutical supplies are offered for sale. In some instances, a bakery, delicatessen and meat section within the establishment may also be included in this definition.

Hotel/Motel: A single- or multi-story building where overnight accommodations are available for at least twenty-five (25) travelers and guests for an adequate fee.

Illinois Liquor Control Act: An act passed by the Illinois General Assembly entitled “An act relating to alcoholic liquors”, approved January 31, 1934, as amended.

Illinois Liquor Control Commission or State Commission: The commission created by the Illinois Liquor Control Act, 235 ILCS 5/3-1.

Licensee: All persons: (1) who are issued a license or permit for the sale of distribution of alcoholic liquor pursuant to this Chapter; or (2) who are owners or are in control of any place where the sale or distribution of alcoholic liquor is carried on, whether they be individuals, partners, corporations, joint stock companies, fiduciaries or officers, directors, stockholders of corporations, or otherwise.

Liquor Store: A licensed establishment which engages in the retail sale of packaged alcoholic liquor for use off the premises.

Live Entertainment: The availability of music, singing, dancing or acting whether it be live performance, recorded music or instrumental.

Manager: A person employed by a licensee for the purpose of overseeing the operation of a licensed business and exercising discretionary authority on behalf of the licensee during the hours that the manager is on duty.

Minor: Any person under the age of twenty-one (21).

Motor Fuel Station: A retail establishment which offers the sale and pumping of gasoline as well as vehicle maintenance items and repairs as its primary business.

Officer: Any director, stockholder, owner/manager or person who has a financial interest of any nature in a private club or directs any policy of a private club.

Original Package: Any bottle, flask, jug, can, cask, barrel, keg, hogshead, or other receptacle or container whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor.

Package Liquor: Alcoholic liquor in its original package for consumption off the premise where it is sold.

Premises: The location at which alcoholic liquor is licensed for retail sale. Except as otherwise provided hereunder, parking lot areas shall not be considered part of the licensed premises.

Private Club: A corporation organized under the laws of the state, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors as defined by § 1-3.24 of the Liquor Control Act of 1934 (ILCS Ch. 235, Art 5, § 1-3.24) that complies with the General Not for Profit Corporation Act of 1986 (ILCS Ch. 805, Act 105, § 101.01).

Private Function: A prearranged private party, function, or event, lasting no longer than three (3) days and is for a specific social or business occasion, either by invitation or reservation, and not open to the general public, where guests and attendants are served in a room, rooms or area designated and used exclusively for the private party, function or event.

Restaurant: Any public place, licensed under Class F or G of this Chapter, where meals are prepared and served by workers specifically hired for such duties; where overnight accommodations are not available; and the sale of alcoholic liquor is only incidental to the serving of meals.

Retail Sales: The sale for use or consumption and not for resale.

Sale: Any transfer, exchange or barter in any manner, including the sales made by any person whether principal, proprietor, agent, servant or employee.

Spirits: Any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

Tavern: Every building or structure, licensed under Class D or E of this Chapter, which is kept, used, maintained, advertised or held out to the public, other than a club, hotel, motel, or restaurant, where alcoholic liquor is sold and consumed on the licensed premises as the primary monetary function of the business.

Video Gaming Establishment: Any public place kept, used, maintained, advertised and held out to the public as a "licensed establishment" per the Illinois Video Gaming Act, 235 ILCS 40/1 et. seq., where alcoholic liquor is sold for consumption on the premises and whose principal purpose is the operation of video gaming terminals as defined under the Act and Chapter 5 of this Code. The sale of alcoholic liquor and/or food at a video gaming establishment shall be incidental to the operation of video gaming terminals.

Wine: Any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits.

Sec. 3-2. Purpose.

This Chapter shall be liberally construed, to the end that the health, safety, and welfare of the people shall be protected and the consumption and sale of alcoholic liquors shall be fostered and promoted by sound and careful control and regulation of the sale and distribution of alcoholic liquor.

Sec. 3-3: Liquor Control

(a) The Mayor shall be the Local Liquor Control Commissioner for that area which lies inside the corporate limits of the city and shall be charged with the administration of the laws of the state and the city as they relate to licensing within the city and with the provisions of this chapter.

(b) The Mayor Pro Tem shall act as Deputy Local Liquor Control Commissioner during a temporary absence or disability of the Mayor, or when the Mayor may not be available to conduct a hearing, or as otherwise directed by the Mayor, and shall possess the powers of a Local Liquor Control Commissioner as provided for in the Illinois Liquor Control Act.

(c) The Local Liquor Control Commissioner shall possess all the powers and duties as provided for in the Illinois Liquor Control Act, including but not limited to the following:

- (1) To grant or deny all licenses, permits or certificates applied for or issued under this chapter to persons for premises within their jurisdiction;
- (2) To enter into and to authorize any investigator, inspector, or police officer to enter onto any licensed premises to determine whether any of the provisions of the Illinois Liquor Control Act, or of this chapter, or of any rules and regulations adopted by the Commissioner, or by the state commission has been violation.
- (3) To investigate by all means, in accordance with law, violations of this Code or of the Illinois Liquor Control Act.
- (4) To exercise all the powers, functions, and duties which now or may hereafter may be granted to him by the Illinois Liquor Control Act, or by this chapter.
- (5) To suspend or revoke any license, permit or certificate issued under this chapter or assess a fine for each violation of law or ordinance.

Sec. 3-4. Persons Ineligible to be Licensed.

(a) No license shall be issued under the provisions of this chapter to:

- (1) A person who does not live within 35 miles from the City of Rock Island, City Hall located at 1528 3rd Avenue, Rock Island, IL.

- (2) A person who has been convicted of a felony unless they are granted a license pursuant to paragraph (c) of Sec. 3-7 of this chapter.
- (3) A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor, or has forfeited his bond to appear in court to answer charges for any such violation.
- (4) A person who has been convicted of a violation of any federal or state law concerning gambling.
- (5) A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued.
- (6) A person whose license, issued under this chapter or under the Illinois Liquor Control Act, has been revoked for cause, or whose license is actively suspended.
- (7) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application.
- (8) A person whose place of business is supervised by a manager, unless said manager possesses the same qualifications required by the licensee and resides within 35 miles from the City of Rock Island, City Hall, located at 1528 3rd Avenue, Rock Island, IL.
- (9) A person who is not a beneficial owner of the business to be operated by the licensee.
- (10) A co-partnership, unless all the persons forming a part of such co-partnership shall be qualified to obtain a license, except that only one partner shall be required to reside within 35 miles from the City of Rock Island, City Hall located at 1528 3rd Avenue, Rock Island, IL.
- (11) A corporation, unless it is incorporated in Illinois, or unless it is a foreign corporation qualified under Illinois law to do business in the state, and the establishment is managed by an individual who resides within thirty-five (35) miles from 1528 3rd Avenue, Rock Island, IL.
- (12) A corporation, if any officer, manager or director thereof, or any stockholder owning in the aggregate more than five percent (5%) of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship and/or the requirement to reside within 35 miles from the City of Rock Island, City Hall located at 1528 3rd Avenue, Rock Island, IL.
- (13) Any law enforcing public official, including the Commissioner, Mayor, members of the city council, or any president or member of a county board; and no such official shall be interested directly in the manufacture, sale or distribution of alcoholic liquor, except that license may be granted to such official in relation to premises which are not located within the territory

subject to the jurisdiction of that official if the issuance of such license is approved by the state liquor control commission.

- (14) Any person or entity who is ineligible for a State Liquor License pursuant to 235 ILCS 5/6-2.

Sec. 3-5: Locations Ineligible for License:

(a) *Generally*: No license shall be issued for the sale at retail of any alcoholic liquor within one hundred feet (100') from the property boundaries of any church, school, other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval station; provided that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where the sale of alcoholic liquor is not the principal business carried on, nor to the renewal of a license for the sale at retail of alcoholic liquor on premises within one hundred feet (100') from the property boundaries of any church or school where such church or school has been established within such one hundred feet (100') since the issuance of the original license. The Local Liquor Control Commissioner has the authority to waive this restriction, only for good cause shown, and approval by the Planning and Zoning Division within the City of Rock Island.

Nothing in this section shall prohibit the issuance of a license to a church or private school to sell at retail alcoholic liquor if any such sales are limited to periods when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquors.

(b) *Adjacent Business*: No liquor licenses shall be granted to any applicant, or any premises not presently being used for the sale of alcoholic liquors within the corporate limits of the city where the same is located in any zone in the city which is at the time of the application either wholly or partly devoted to business uses, unless the following first occurs:

- (1) A notice letter will be mailed to all adjacent property owners within three hundred feet (300') from the property boundaries of the proposed location, and said letter shall be signed and mailed by the city clerk who will also be the designated person to receive any written responses relating to an objection to the proposed site. The letter shall contain the address of the location, identity of the applicant, the type of liquor license requested, and the opportunity to file any objections to the approval of the application within two weeks upon receipt of the letter.
- (2) The applicant shall pay an additional fee of \$25.00 for cost of mailing all letters and for staff time.
- (3) The applicant shall file an affidavit stating that they have posted the notice provided by the City Clerk on the proposed licensed premises.

- (4) The notice letters described above shall be deposited in the U.S. mail at least three (3) weeks prior to the granting of a liquor license, and a copy of said letter shall be furnished to the applicant.
- (5) In the event any location shall become and remain vacant for a period of twelve (12) or more months consecutively, no new license shall be issued to those premises without first following the notice requirement in accordance with provisions of this section.
- (6) If the Liquor Commissioner receives any objections to the granting of the license, the Commissioner may, within their discretion, conduct further investigation, or set the matter for hearing following the provisions of Sec. 3-12 of this Chapter.

(c) *Stores:*

- (1) A grocery store, drugstore, convenience store or other store where goods are sold at retail and where the primary business of such store consists of sales of goods other than alcoholic liquor (is ineligible for a license); provided, such stores shall not be an ineligible location if the alcoholic liquor is separated from such other goods by way of turnstiles, fencing, chains, walls, display racks, or other means suitable to the Local Liquor Control Commissioner. It is the intent of this subsection to prohibit the licensing of stores in which the sale of alcoholic liquor is not the primary business unless there are adequate controls to monitor those who enter and make purchases of alcoholic beverages. For the purposes of this subsection, the primary business in sales of goods other than alcoholic liquor shall be determined by more than fifty percent (50%) of the gross revenue of all goods sold being derived from the sale of goods other than alcoholic liquor, but shall not apply to restaurants and hotels.
- (2) *Plan Required:* All initial applications for licensing of stores or upgrading of license classification for stores shall be accompanied by a plan detailing the area, including cooler locations, where alcoholic liquor is to be located and the means for separation. Such plan shall be reviewed and approved by the local liquor commissioner or their designee prior to issuance of a license.

(d) *Motor Fuel Station:* A motor fuel station located within the city shall be an ineligible location for licensing hereunder, except that such locations may obtain a Class C license which shall allow the sale of beer and wine in sealed packages only, but not for consumption on the licensed premises.

(e) *Private Clubs:* A "private club" as defined in section 3-1 of this chapter unless having first obtained a valid Class K liquor license. Private clubs licensed hereunder shall be subject to all of the provisions of this chapter the same as any licensee.

Sec. 3-6 Licensing Procedure:

(a) No liquor license shall be issued under the provisions of this chapter unless the applicant has completed the following application process:

- (1) *Application Form*: All applicants shall complete an application form which shall include, but not be limited to, the following information:
- a. The applicant's name, address, telephone number, date and place of birth, social security number, driver's license number, employment history and criminal arrest record. In the case of a co-partnership or corporation, the aforementioned information shall be provided on all officers of the corporation, partners, and managers.
 1. Any party required to register pursuant to either the Illinois Liquor Control Act or this Chapter, shall submit their fingerprints to the Rock Island Police Department and submit the required, nonrefundable processing fee for the purpose of conducting a criminal history check.
 - b. The name, address, and telephone number of the location which is to be licensed.
 - c. The type of license and any options requested.
 - d. If the applicant is a corporation, the date and place of incorporation.
 - e. The length of time the business or corporation has been engaged in the sale of alcoholic liquor.
 - f. The name and address of the landlord if the proposed location is not owned by the applicant, and a copy of any lease for the proposed licensed premises.
 - g. A statement that the proposed location is not located within one hundred feet (100') of any church, school, hospital, home for the aged or indigent persons, or for veterans, their wives or children, or any military or naval base.
- (2) *Application Fee*: All applications for initial licensing shall be accompanied by a one thousand dollar (\$1,000.00) nonrefundable application fee.
- (3) *Affidavit, signed*: All applicants shall sign an affidavit stating that the statements made in the application form are true and that any untruths or omissions shall be grounds for revocation of a license. The affidavit shall further state that the applicant agrees to observe all laws of the United States, the state and the city in the conduct of their business.
- (4) *Proof of Dram Shop Insurance*: All applicants shall show evidence of dram shop liability insurance or other proof of financial responsibility satisfactory to the Local Liquor Control Commissioner prior to issuance/renewal of any license.

(5) *Private Clubs; Supplemental Information:* All applicants for licensing under the provisions of this chapter herein defined as a "private club"; shall also submit the following application materials:

- a. A list of all club officers and their addresses for the preceding three (3) years. Whenever such officers shall change, a revised list shall be forwarded to the Local Liquor Control Commissioner within ten (10) days.
- b. A copy of the articles of incorporation and bylaws if the applicant is a corporation, or articles of association, or bylaws, if the applicant is an association.

Sec. 3-7 Application Review:

(a) *Right of Entry and Inspection:* The right of entry and inspection of any licensed premises by any officer or agent of any department of the city shall be a condition upon which every license hereunder shall be issued and the acceptance of any license issued hereunder.

(b) *Review and Investigation:* All applications for licensing hereunder shall be reviewed and investigated by the Local Liquor Control Commissioner and/or its designee.

(1) If upon investigation the Local Liquor Control Commissioner is satisfied that the information contained therein is true and that the applicant has complied with all the requirements of the state and the city, and the Commissioner determines the issuance of the license is in the public's best interests and will not adversely affect or have a substantial impact upon the public health, safety or welfare, then the Commissioner shall approve the application.

(c) *Criminal Convictions:* The Commissioner, upon a finding that an applicant for a license was convicted of a felony or a violation of any federal or State law concerning the manufacture, possession or sale of alcoholic liquor, shall consider any evidence of rehabilitation and mitigating factors contained in the applicant's record including any of the following factors and evidence, to determine if the conviction will impair the ability of the applicant to engage in the position for which the license is sought:

- (1) The lack of direct relation of the offense for which the applicant was convicted too the duties, functions and responsibilities of the position for which the license is sought;
- (2) Whether eight (8) years since a felony conviction or five (5) years since release from confinement for the conviction, whichever is later, have passed without a subsequent conviction;
- (3) If the applicant was previously licensed or employed in this State or other states or jurisdictions, then the lack of prior misconduct arising from or related to the licensed position or position of employment;
- (4) The age of the person at the time of the criminal offense;

- (5) Successful completion of sentence;
- (6) Evidence of the applicant's present fitness and professional character;
- (7) Evidence of rehabilitation or rehabilitative effort during or after incarceration, or during or after a term of supervision, including, but not limited to, a certificate of good conduct under Section 5-5.5-25 (730 ILCS 5/5-5.5-25) of the Unified Code of Corrections or a certificate of relief from disabilities under Section 5-5.5-10 (730 ILCS 5/5-5.5-10) of the Unified Code of Corrections; and
- (8) Any other mitigating factors that contribute to the person's potential and current ability to perform the duties and responsibilities of the position for which a license or employment is sought.

(d) *Denial of License:*

- (1) The Local Liquor Control Commissioner is vested with the power to refuse the issuance of a license if, after investigation it is determined upon a finding of good cause that the issuance of the license would not be in the public's best interest.
- (2) If the Commissioner refuses to issue a license to an applicant, then the Commissioner shall notify the applicant of the denial in writing with the following included in the notice of denial.
 - a. A statement about the decision to refuse to issue a license;
 - b. A list of any convictions that the Commissioner determined will impair the applicant's ability to engage in the position for which a license is sought;
 - c. Any factor the Commissioner considered in determining that the issuance of the license was not in the public's best interest; and
 - d. A summary of the appeal process or the earliest the applicant may reapply for a license, whichever is applicable.

- (3) *Administrative Hearing:* Upon any denial of issuance or renewal, the licensee/applicant may request an administrative hearing before the City Council to review such decision. Such hearing is a prerequisite to review by the State Liquor Commission. The hearing procedures in Sec. 3-12 of this chapter shall be followed.

(e) *Disclaimer.* It is the responsibility of the applicant and/or licensee to get both Local and State approval prior to operation.

Sec. 3-8. Licenses Generally:

(a) Generally: No person shall sell, barter, transport, deliver, solicit or receive orders for, keep or expose for sale, keep with intent to sell, or furnish any alcoholic liquor for sale at retail within the corporate limits of the city without first having obtained a valid liquor license from the same.

(b) *Shifting Devices*: The giving away of any alcoholic liquor or any other shift or device to evade the provisions of this chapter, shall be unlawful and shall be punishable as unlawful selling. The dispensing of wine by any church or religious organization for sacramental purposes shall, however, not be subject to the licensing provisions of this chapter.

(c) *Frequenting Unlicensed Premises*: It shall be unlawful for any person to frequent premises where alcoholic liquor is sold or offered for sale unless there is conspicuously displayed on the premises a liquor license issued by the city. Any person found to be frequenting unlicensed premises shall be subject to a fine of not less than seventy-five dollars (\$75.00) nor more than five hundred dollars (\$500.00).

(d) *Change of Location*: Any license issued hereunder shall embrace only one place of business and shall permit the sale of alcoholic liquor only in the premises described in the application and license. The location may be changed only upon written permission to make the change issued by the Local Liquor Control Commissioner.

(e) *Transfer of License*:

- (1) Except as provided in subparagraph (2), a license shall be purely a personal privilege, valid for not to exceed one calendar year, unless sooner revoked as provided in this chapter. It shall not constitute property, nor shall it be subject to attachment, garnishment or execution; nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee.
- (2) A person holding a license under this subchapter who desires to sell his or her place of business, together with the license, may do so provided:
 - a. The license must be surrendered to the city;
 - b. The name of the prospective purchaser must be furnished the Local Liquor Control Commissioner;
 - c. The prospective purchaser must demonstrate to the Local Liquor Control Commissioner that he or she meets all the requirements for a license under this subchapter
 - d. Upon the foregoing being fully complied with, a new license shall be issued to the purchaser for the unexpired term of the surrendered license; and
 - e. No refund shall be paid to the person surrendering the license. If the purchaser is refused the license, the license shall be returned to the original licensee.

(f) *Changes in Managers or Agents*: Changes in Managers or Agents: If during any licensing period the previously designated manager or agent is replaced, the licensee shall notify the Local Liquor Control Commissioner no later than ten (10) days following the appointment of a new manager or agent; and the manager or agent shall provide to

the Local Liquor Commissioner the information required under subsection (1) a of Sec. 3-6 of this Chapter for the purpose of investigating their eligibility to hold such position.

(g) *Licensing Period*: The local liquor commissioner shall have the right to grant retail liquor licenses for the selling at retail of alcoholic liquor for the period beginning on May 1 of any year and ending on April 30 of the next or succeeding year.

(h) *Semiannual Renewal Option*: Liquor licenses issued hereunder on a semiannual basis shall be subject to a fifty-dollar (\$50.00) handling fee to be paid with the regular license fee for the second six (6) month period of any licensing year.

(1) *Semiannual Renewal Option*: Liquor licenses issued hereunder on a semiannual basis shall be subject to a fifty-dollar (\$50.00) handling fee to be paid with the regular license fee for the second six (6) month period of any licensing year.

(i) *Renewal of Licenses*: All liquor licenses issued hereunder must be renewed annually. Applications for renewal must be received by the liquor commissioner at least thirty (30) days prior to the expiration date of the license. All requests for renewal shall be accompanied by an affidavit stating that the activities of the establishment have not deviated from the original application and classification of the license. Failure to meet the deadline for renewal may necessitate the filing of a new application by the licensee.

(1) *Investigation*: The Local Liquor Control Commissioner shall review the renewal application for any updates that require further investigation and shall issue the renewal unless the renewal application or further investigation identifies information prohibiting the issuance of a license pursuant to the municipal code or other reasons provided in this Chapter. Upon denial of any renewal, the Commissioner shall provide a written notice to the applicant stating the reasons for denial and opportunity for an administrative hearing to present evidence and have the decision reviewed.

(2) *Fees*: No license shall be renewed unless the licensee has paid the annual fee for the applicable classification of their license pursuant to this chapter, and any taxes, fees, assessments or penalties owed to the city or state in connection with the operation of any business conducted on the licensed premise by the licensee. No renewal shall be granted until the licensee has paid any outstanding food and beverage taxes owed to the City, water bills, judgments, fines, or any other amount outstanding and due to the City.

(j) *Payment of License Fees*: All license fees established hereunder shall be paid to the city collector prior to issuance of any license or the renewal of any license. License fees established hereunder shall be reduced in proportion to the number of full calendar months which have expired in the licensing period set forth in subsection (g) or (h) of this section; however, no license shall be issued for any term less than the balance of the unexpired license period.

Sec. 3-9 Hours of Operation:

(a) Hours of Operation: All licenses issued hereunder shall allow the licensee to be open Monday through Saturday from five o'clock (5:00) A.M. to one o'clock (1:00) A.M. and Sunday from seven o'clock (7:00) A.M. to one o'clock (1:00) A.M. Class F and G licenses may reopen one hour after closing, but the service of alcoholic beverages may only occur during the hours herein identified. The hours established herein shall be Central Standard Time, except when daylight saving time is in effect and then those hours shall be Central Daylight-Saving Time.

(b) Within the ~~B-2~~ (downtown business), no license holder shall offer for sale package liquor, or any alcohol for consumption off premises, before 5:00 p.m. This shall apply to all days of the week. Breweries and Restaurants within the B-2 zoning district, however, shall be exempt from this restriction.

Sec. 3.10. Types of Licenses and Fees:

Effective the 2024 licensing year, the following class of licenses shall be in full force and effect. A license previously issued, and subject to renewal, may be reclassified into the appropriate class by the applicant or the Local Liquor Control Commissioner. The Commissioner shall have the right to investigate, and determine the appropriate Class for each license holder.

(a) *Class A, Packaged Sales Only – Primary Business*: License shall be issued when the sale of alcoholic liquors is the primary business of the licensee. “Primary business” shall mean that (i) twenty five percent (25%) or more of the square footage of the store available for sales is dedicated to the displays or promotion of alcoholic liquors, or (ii) if fifty percent (50%) or more of its total gross revenue in any month is derived from the sale of alcohol. A license shall permit the retail sale of alcoholic liquor on the premises where sold, except that reasonable tasting/sampling of alcoholic liquor by patrons may be allowed on the licensed premises of establishments.

(1) The annual fee for a Class A licenses shall be one thousand five hundred dollars (\$1,500.00)

(2) Minors are not allowed in a Class A licensed premises.

(b) *Class B, packaged sales only - secondary business*: license shall be issued when (i) less than twenty five percent (25%) of the square footage of the store available for sales is dedicated to the displays or promotion of alcoholic liquors and (ii) less than fifty percent (50%) of the gross revenue in any month from the operation of the licensed premises is derived from the sale of alcohol. A license shall permit the retail sale of alcoholic liquor on the premises where sold, except that reasonable tasting/sampling of alcoholic liquor by patrons may be allowed on the licensed premises of establishments over ten thousand (10,000) square feet in size.

(1) The annual fee for a Class B licenses shall be one thousand five hundred dollars (\$1,500.00)

(c) *Class C, packaged sales only - beer and wine*: license shall be issued when less than twenty five percent (25%) of the square footage of the store available for sales is dedicated to the displays or promotion of alcoholic liquors, (ii) less than fifty percent (50%) of the gross revenue in any month from the operation of the licensed premises is derived from the sale of alcohol, and (iii) and the licensee sells only beer or wine. A license shall permit the retail sale of alcoholic liquor on the premises where sold, except that reasonable tasting/sampling of alcoholic liquor by patrons may be allowed on the licensed premises of establishments over ten thousand (10,000) square feet in size.

(1) The annual fee for a class C license shall be one thousand dollars (\$1,000.00).

(d) *Class D, tavern with packaged sales*: license shall permit the retail sale of alcoholic liquor in sealed packages for consumption off premises, as well as for consumption on the licensed premises.

(1) The annual fee for a class D license shall be one thousand five hundred dollars (\$1,500.00).

(2) Minors are not allowed in a class D licensed premises.

(e) *Class E, tavern*: License shall permit the retail sale of alcoholic liquor for consumption on the licensed premises.

(1) The annual fee for a class E license shall be one thousand five hundred dollars (\$1,500.00).

(2) A Class E Licensee may sell cocktails, mixed drinks, or single servings of wine placed in a retailer's sealed container or a manufacturer's original container for off-premises consumption, subject to 235 ILCS 5/6-28.8.

(3) Minors are not allowed in a class E licensed premises.

(f) *Class F, restaurant*: license shall permit the retail sale of alcoholic liquor for consumption on the premises where sold.

(1) Service of alcoholic liquor shall be only during the time that food is prepared on the premises and is available to be served, a full menu is in effect, and a cook or chef, whose primary duties shall not include bartending or the service of alcoholic liquor, is in attendance.

(2) A Class F licensee may sell cocktails, mixed drinks, or single servings of wine placed in a retailer's sealed container or a manufacturer's original container, for off-premises consumption, subject to 235 ILCS 5/6-28.8

(3) Minors may be allowed on premises licensed as a class F license pursuant to this section for the purposes other than the purchase or consumption of alcoholic liquors; however, no minor may be allowed to sit at a bar.

(4) The annual fee for a Class F license shall be one thousand one hundred dollars (\$1,100.00).

(g) *Class G, restaurant – wine and beer only*: Licensee meets all the requirements of a Class F license except that the restaurant serves only wine and beer.

- (1) Service of wine and beer shall be only during the time that food is prepared on the premises and is available to be served, a menu is in effect, and a cook or chef, whose primary duties shall not include bartending or the service of alcoholic liquor, is in attendance.
- (2) Minors may be allowed on premises licensed as a class G license pursuant to this section for the purposes other than the purchase or consumption of alcoholic liquors; however, no minor may be allowed to sit at a bar.
- (3) The annual fee for a Class G license shall be seven hundred dollars (\$700.00).

(h) *Class H, Consumption on Premises - incidental purpose*: License shall permit the retail sale of alcoholic liquor for consumption only on the premises where sold, and not for resale in any form. The primary business of the establishment shall not be for the sale of alcohol. This includes but is not limited to, live theaters, performing arts centers, movie theaters, bowling centers, recreational centers, and any private or public state-chartered college or university.

- (1) Minors may be allowed on premises licensed as a class H license pursuant to this section for the purposes other than the purchase or consumption of alcoholic liquors; however, no minor may be allowed to sit at a bar.
- (2) The annual fee for a class H license shall be one thousand one hundred dollars (\$1,100.00).

(i) *Class I, Hotel/Motel*: license shall permit the retail sale of alcoholic liquor for consumption on the premises whether for private events or public consumption in a tavern, lounge area, or banquet room only, and not for resale in any form to other portions of a premises which meet the definition of a hotel as defined in Sec. 3-1 of this chapter.

- (1) Minors may be allowed on premises licensed as a class I license pursuant to this section for the purposes other than the purchase or consumption of alcoholic liquors; however, no minor may be allowed to sit at a bar.
- (2) The annual fee for a Class I license shall be one thousand one hundred dollars (\$1,100.00).

(j) *Class J Banquet Facilities*: license shall permit the retail sale of alcoholic liquor for consumption only on the premises where sold and not for resale in any form to premises which meet the definition of a hotel as defined in section 3-1 of this Chapter.

- (1) Sales for consumption on the premises used exclusively for private functions: Hors d'oeuvres, meals or other foods from the licensee or a licensed food establishment must be served at every private function when alcohol is being served.

- (2) Minors may be allowed on premises licensed as a Class J license pursuant to this section for the purpose other than the purchase or consumption of alcoholic liquors; however, no minor may be allowed to sit at a bar.
- (3) The annual fee for a Class J license shall be one thousand one hundred dollars (\$1,100.00).

(k) *Class K, private clubs/fraternal organizations:* license shall permit the retail sale of alcoholic liquor for consumption on the licensed premises, as well as other retail sales of packaged alcoholic liquor for consumption off the licensed premises for an organization that meets the definition of private club as defined in Sec. 3-1 of this chapter.

- (1) Packaged alcoholic liquor sold for off premises consumption shall not comprise greater than fifty percent (50%) of the total annual sales of all alcoholic liquor for said licensee.
- (2) Minors may be allowed on premises licensed as a class K license pursuant to this section for the purposes other than the purchase or consumption of alcoholic liquors; however, no minor may be allowed to sit at a bar.
- (3) The annual fee for a Class K license shall be one thousand one hundred dollars (\$1,100.00).

(l) *Class L, city owned facilities:* license shall permit the retail sale of beer, wine and distilled spirits at city owned facilities and also permits the sale of beer and wine at identified facilities operated or maintained by the City.

- (1) May include the use of fifty milliliter (50 ml) bottles (typically referred to as airline bottles) to pour and serve mixed drinks at city owned golf courses.
- (2) This license shall not allow the retail sale of beer, wine or distilled spirits for consumption off the licensed premises of city owned property, to include golf courses and any other designated park facilities.
- (3) This license shall only be in effect during regular business hours or during authorized events.
- (4) The sale of alcoholic beverages at the Sunset Marina shall be controlled by the provisions of this chapter, except that the Local Liquor Control Commissioner shall have the discretion to prorate the license fee for those premises for the period of time during the license year that the premises are open for business.
- (5) Minors may be allowed on premises licensed as a Class L license pursuant to this section for purposes other than the purchase or consumption of alcoholic liquors; however, no minor may be allowed to sit at a bar.
- (6) The annual fee for a class L license shall be two hundred and seventy-five dollars (\$275.00).

(m) *Class M, Caterer's license:* License shall permit restaurants or caterer retailers, as defined in Sec. 3-1 of this Chapter, whether located inside or outside of the City of Rock

Island, to cater food and/or alcoholic beverages at catering locations within the City of Rock Island.

- (1) Caterers and Restaurants serving food shall have a valid City of Rock Island food license.
 - (2) The hours that alcohol may be served or sold, unless a variance is granted by the liquor commissioner, is Sunday from seven o'clock (7:00) A.M. to one o'clock (1:00) A.M. the next day and Monday through Saturday from six o'clock (6:00) A.M. to one o'clock (1:00) A.M. the next day.
 - (3) At least thirty (30) days prior to the private function's scheduled date, the licensee must advise in writing the liquor commissioner of the date, times and location of the event.
 - (4) Prior to the issuance of this license the licensee must provide verification to the liquor commissioner that its dram shop insurance covers catering events and locations.
 - (5) Minors may be allowed on premises licensed as a class L license pursuant to this section for the purposes other than the purchase or consumption of alcoholic liquors; however, no minor may be allowed to sit at a bar.
 - (6) The annual fee for a Class M license shall be three hundred and fifty dollars (\$350.00) for caterers and restaurants located within the City of Rock Island, and seven hundred and fifty dollars (\$750.00) for caterers and restaurants located outside the City of Rock Island.
 - (7) The requirement that the licensee shall live within 35 miles of 1528 3rd Avenue, Rock Island, IL, in Sec. 3-4 of this Chapter shall not apply to those seeking a Caterer's license for an establishment outside of the City of Rock Island.
- (n) *Class N, bring your own beverage (BYOB)*: which shall authorize the consumption of beer and wine only that is brought onto the licensed premises of a business, restaurant, or craft brewery.
- (1) Class N licenses shall be issued subject to the applicant's compliance with all the following conditions:
 - a. Patrons may bring onto the premises no more than seventy-two (72) ounces of unopened beer and/or no more than seven hundred and fifty (750) milliliters of unopened wine per two patrons over the age of twenty-one (21).
 - b. This license shall permit beer or wine to be consumed only in conjunction with the purchase and consumption of a meal served in a manner that complies with City codes and regulations, or when a patron is receiving services such as at cosmetic facilities, spas, art studios, or other live entertainment establishments.

- c. All employees performing corkage, pouring, or serving duties must receive all training required of a licensee.
 - d. The licensee may charge a corkage fee.
 - e. The licensee shall not permit any customer to leave the premises with any open beer container or any open wine container other than wine secured in compliance with the requirements of section 6-33 of the State Liquor Control Act (235 ILCS 5/6-33).
 - f. The annual fee for such license shall be two hundred and fifty dollars (\$250.00).
- (2) No liquor license shall be issued to any fast food or convenience-type store, establishment or facility.
- (3) Video gaming is prohibited in businesses that possesses a Class 'N' license.
- (4) Class N licensees shall not retain any alcoholic beverage on the premises after the patron who brought it has departed.
- (o) – (r) *Reserved.*
- (S) *Special Event Liquor License:* Authorizes the sale of alcohol at an approved designated site for special events, including festivals, markets, food truck events, and other approved events.
- (1) The following special event liquor licenses are available for the purpose of special events on city owned properties:
- a. *Parks and Recreation Department Operated Property or Facility:* Upon the approval, first by the Parks and Recreation Director or their designee, and then by the Local Liquor Control Commissioner, a “special event liquor license” may be granted to an approved Rock Island license holder to sell alcohol for special events at any property or facility operated by the parks and recreation department.
 - b. *City Properties Not Under the Jurisdiction of The Parks and Recreation Department:* Upon the approval of the Local Liquor Control Commissioner, a “special event liquor license” may be granted to an approved Rock Island license holder to sell alcoholic liquor at any designated city owned location.
 - c. Upon the approval by the Local Liquor Control Commissioner, a license holder may be granted a “special event liquor license” to transfer a portion of its alcoholic inventory from its licensed premises to a designated site within the city for a special event.
- (2) A special event liquor license may be issued for the purpose of special events not on City owned properties. The property owner is responsible for providing proof of dram shop insurance for the site.

- (3) The special event liquor license holder may invite other retailers or caterers to serve alcohol at the special event, without the invitees applying for a separate caterer's license.
- (4) A special event liquor license cannot exceed three (3) days in duration and days must be consecutive.
- (5) The area designated where the alcohol sales are to take place must be located within a demarcated area, with all appropriate safeguards to control the sales, age requirements, and safety indicated.
- (6) For events that are to be for one day or less in duration, the fee shall be fifty dollars (\$50.00) per event/location
- (7) For events that are to be for two (2) or three (3) consecutive days, the fee shall be one hundred dollars (\$100.00) per event/location.
- (8) A Class L license holder may apply for a special event license for a single themed event, which would be characterized by an event with the same theme and at the same location, but may run nonconsecutive days for up to fifteen (15) days in duration, or additional days upon the Commissioner's approval.
- (9) The fee for a single themed event shall be one hundred dollars (\$100.00) per event. After receiving prior approval by the appropriate policy making board and/or property owners, all special use permit liquor license applications must be received by the Local Liquor Control Commissioner's office no later than twenty-one (21) days in advance of the first day of the scheduled event.
- (10) Said applications shall include, but are not limited to, the following information:
 - a. Name and contact information of applicant/liquor license holder for the event;
 - b. A description of the event;
 - c. The date(s) and time(s) that the event will be held;
 - d. The address and location of the event;
 - e. The proposed area(s) inside of the designated location where the alcohol sales are to occur;
 - f. The name/type of event being proposed;
 - g. Submission of proof of dram shop insurance to the maximum limit that has been secured for this event, naming, where applicable, the city of Rock Island, Illinois, as an additional insured;
 - h. Proof of approval by the policy board or property owner that operates the property or facility.

(t) *Class T, Temporary License*: Upon approval by the Local Liquor Control Commissioner, A Class T or temporary license to sell alcoholic liquor at retail may be granted to organized clubs, societies, associations, fraternal organizations, duly constituted churches or other not for profit organizations. A temporary license may be issued pursuant to this subsection for one day, two (2) consecutive days, or three (3) consecutive days. The license shall specify on its face the duration.

- (1) No organization shall be issued more than one temporary license during any thirty (30) day period. This restriction may be waived by the Commissioner, and, if so waived, the fee for such additional temporary license shall be one hundred dollars (\$100.00) per day.
- (2) All applications for temporary licenses must be received by the Commissioner at least thirty (30) days prior to the dates being requested.
- (3) All applicants for temporary licenses shall show evidence of dram shop liability insurance or other proof of financial responsibility prior to issuance of such license.
- (4) The fee for a Class T license shall be twenty-five dollars (\$25.00) per day.

(u) If any premises, which initially applies for and is licensed, later wishes to reclassify the license to another class of license, it shall be considered by the Local Liquor Control Commissioner and may be treated as a new license application, and all application procedures contained in this chapter may apply.

Sec. 3-11. Supplemental License Options and Fees.

(a) License Options; Generally: Upon approval of the liquor commissioner, License holders may apply for supplemental license options. All supplemental license options shall be issued on the same qualifications, terms and conditions required for the original license.

(1) Extended Hours Option:

- a. Extended Hours Two O'clock A.M. Option: All Class D, E, F, G, and K liquor license holders may apply for an "extended hour two o'clock (2:00) A.M. license option". As of April 30, 2013, the license holders in classifications who currently have this option available will still be able to retain it, even though their classification may have changed. A holder of this license may be open all days except Sunday from five o'clock (5:00) A.M. to two o'clock (2:00) A.M. on the following day and on Sundays from seven o'clock (7:00) A.M. to two o'clock (2:00) A.M. on the following Monday. The annual fee for the "extended hours two o'clock (2:00) A.M. option" shall be five dollars (\$500.00).
- b. *Recording System/ID Scanners*:
 2. Effective the 2025 license year, all liquor license holders with an extended hours option shall be required to install and maintain a functioning recording system both inside and outside of the

licensed premises. Said videos shall be maintained in proper working order and be made available for viewing by all law enforcement personnel.

3. Effective the 2025 license year, all Class D and E liquor license holders with an extended hours option shall be required to implement and require the use of identification (ID) scanners prior to any entry at and after 10:00 PM. License holders that had a valid extended license for the year 2023 are exempt from this requirement. This exemption is non-transferrable to any future license holders on the premises.

4. Failure to maintain a functioning recording system and ID Scanner shall result in the liquor license being suspended until such recording system and ID Scanner are in working order.

(2) *License Options, Live Entertainment - Limited*: All class D, E, F, G, H, I, J, K, and L license holders may apply for a “Live Entertainment – Limited, License Option.” The option shall permit the licensed establishment to have live entertainment on Friday and Saturday nights of every week. The annual fee for the live entertainment - limited option shall be two hundred twenty dollars (\$220.00).

(3) *License Options, Live Entertainment - Continuous*: All Class D, E, F, G, and K license holders may apply for a “Live Entertainment – Continuous Option.” The option shall permit the licensed establishment to have live entertainment seven (7) days per week. The annual fee for the live entertainment - continuous option shall be four hundred forty dollars (\$440.00).

(4) *Amusement Features Permitted*: The entertainment authorized in subsections (a)(2) and (a)(3) of this section shall permit any amusement feature including music, vaudeville, comedy, singing, acting, dancing or contests, and disc jockey, whether by personal performance or instrumental device.

a. It shall be cause for revocation or suspension as herein provided if the licensee, his manager or agent, shall allow any live person to appear or have reasonable cause to believe that any live person shall appear in any licensed premises in a state of nudity to provide entertainment, to provide service, to act as hostess, manager or owner, or to serve as an employee in any capacity.

b. For the purposes of this subsection, the term “nudity” shall mean the showing of the human male or female genitalia, pubic area or buttocks, or the human female breast, including the nipple or any portion below the nipple with less than a full opaque covering.

(5) *License Options, Outdoor Events*: License Options; Outdoor Events: Upon approval of the local liquor commissioner and the city council, holders of class

D, E, F, G, H, I, J, K and L licenses shall be allowed to conduct outdoor events provided that the following conditions are met:

- a. The local liquor commissioner receives a written request at least fifteen (15) days prior to the planned event.
- b. The event is to be held on property owned by the licensee, and adequate measures are provided to secure the outdoor area where the event will take place so as to prevent access by minors.
- c. Outdoor musical entertainment, if provided, and sound amplifying equipment utilized shall be kept at a decibel level which does not unduly disturb the peace and quiet of the surrounding neighborhood.
- d. Outdoor musical entertainment, if provided, shall cease at ten o'clock (10:00) P.M. unless specifically extended upon approval of the event. Such extensions shall be granted based upon consideration of the character of the surrounding neighborhood and/or presentation of other information showing lack of objection from surrounding property owners.
- e. The fee for an Outdoor Events Option shall be \$50.00 for each day for which the Option is to be used.

(6) License Options, Caterer's Retail License Option:

- a. A person, corporation, or business entity who holds a valid City of Rock Island liquor license, and who would otherwise meet the qualifications for a class M Caterer's License, may apply for the Caterer's Retail License Option for no additional fee.
- b. All requirements of a Class M license shall be followed for these option holders.

(7) License Option, Outdoor Service: Upon application and approval by the Local Liquor Control Commissioner, a Licensee may serve alcoholic beverages outside of an enclosed building for no additional fee, so long as the following conditions are met:

- a. All activities occur on the licensed property, or on City owned property or right-of-way which immediately abuts the licensed premises if approved by City Council;
- b. No glass containers are used on City owned property or right-of way;
- c. The outdoor use on public property shall not exceed 12:00 a.m.;
- d. Any sound equipment or stereo system is kept at a reasonable volume and shall not be audible from adjoining properties; and
- e. At least one (1) employee must frequent the outside premises to monitor the activities of the patrons;

- f. The outdoor area (except for public property or right-of-way) is either on a patio connected to the building; or is fenced in by a combination of the building exterior wall(s) and a permanent fence of at least six feet (6') in height for taverns, and four feet (4') in height for all restaurants;
- g. No access to the outdoor portion of the licensed premises shall be permitted except through the permanent structure of the licensed premises; and
- h. Any outdoor use on public right-of-way or public property shall require proof of insurance on behalf of the City as authorized by the Commissioner;

Sec. 3-12. Limitations on Certain Licenses:

(a) The following Classes have limits as to how many licenses may be issued:

- (1) No more than one (1) Class A Licenses shall be issued.
- (2) No more than twenty (20) Class B Licenses shall be issued.
- (3) No more than three (3) Class C Licenses.
- (4) No more than one (1) Class D Licenses shall be issued.
- (5) No more than eighteen (18) Class E Licenses shall be issued.

(b) *Classes with Restrictions:* The restriction on the number of licenses shall not limit the right to the renewal of any existing license nor to the issuance of a license to the purchaser of an established licensed business as a going concern, but as licenses are revoked, expire without renewal, or for any other reason cease to exist, then the total number of liquor licenses in that class will be reduced until the cap on the class is met.

(c) *Exception to Limits:* ~~The Commissioner,~~ **City Council** may, ~~in his~~ **at their** discretion, grant the creation of an additional license in a Class with a restriction on size that has already been met, if, it is found that the creation of such license is necessary for the public convenience of the residents of Rock Island and it is in the best interest of the City of Rock Island. In deciding whether to issue a license under this exception, the ~~Mayor~~ **City Council** shall consider the following non-exhaustive list of factors:

- (1) The Class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole;

- (6) The extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;
- (7) The probable demand for the proposed liquor establishment in the City;
- (8) The financial responsibility of the applicant;
- (9) Whether the applicant, or (if the applicant is a partnership or corporation) any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee;
- (10) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment; and
- (11) Whether the premises comply with all pertinent health and safety codes applicable within the City;

Sec. 3-13 Single Containers:

(a) It is unlawful for a holder of a Class A, B, C, D or E liquor license to offer for sale or to sell at retail any of the following in its original packaging for off-premises consumption:

- (1) A single container of beer or malt beverage if the volume of the container is less than forty-eight (48) ounces (or approximately 1.42 liters) unless said container is either part of a purchase of multiple containers of beer or malt beverage for which the aggregate total volume purchased is no less than forty-eight (48) ounces (or approximately 1.42 liters); or alternatively, for which the aggregate cost of the container or containers of beer or malt beverage purchased is no less than ten dollars (\$10.00) exclusive of taxes and after the application of all coupons, discounts and rebates.
- (2) A single container of wine if the volume of the container is less than twenty (20) fluid ounces (or approximately .62 liters) unless said container is part of a purchase of multiple containers of wine for which the aggregate total volume purchased is no less than twenty-four (24) ounces (or .748 liters).
- (3) A single container of alcoholic liquor, other than beer, malt beverage, or wine, if the volume of the container is less than six and eight-tenths (6.8) ounces (or .200 liters). (Ord. 056-2020, 10-12-2020).
- (4) This provision does not apply to those authorized to sell cocktails, mixed drinks, or single servings of wine placed in a retailer's sealed container or a manufacturer's original container, for off-premises consumption, subject to 235 ILCS 5/6-28.8

Sec. 3-14. Minors:

(a) *Definition:* As defined in section 3-1 of this chapter, a “minor” shall mean any person under the age of twenty-one (21) years.

(b) *Sale to Minors Prohibited:* It shall be unlawful for any person licensed under the provisions of this chapter, or any agent thereof, to give, sell, or deliver any alcoholic liquor to any minor.

(c) *Purchase and Consumption by Minors Prohibited:* It shall be unlawful for any minor to purchase or accept a gift of alcoholic liquor or to possess or consume any alcoholic liquor.

(d) *Proof of Age Required:* If a licensee pursuant to this chapter or agent thereof shall believe that a sale or delivery of alcoholic liquor is prohibited because of the minority of the prospective recipient, he or she shall before making such sale or delivery, demand presentation of some form of acceptable identification containing proof of age. The acceptance must be made in reasonable reliance that the person presenting the identification is in fact of legal age and the same person pictured on the ID. The following types of identification are acceptable forms of identification for purposes of entering a licensed establishment and/or purchasing or obtaining alcoholic liquor: vehicle operator’s license; state photo identification card for nondrivers; passport or visa.

(e) *Proof of Age; Refusal to Produce:* No person when on premises licensed under this chapter shall refuse to show proof of his or her age when asked to do so by the licensee or agent thereof. Any person who fails to produce positive proof of age when so requested shall immediately be advised to leave the licensed premises.

(f) *Falsification of Proof of Age Prohibited:* With respect to any identifying document containing proof of age issued by a public officer in the performance of official duties, no person shall:

- (1) Alter or deface such identifying document; or
- (2) Present identifying documents belonging to another person as their own; or
- (3) Carry or use a false or forged identification document; or
- (4) Obtain any document establishing identity by means of false information.

(g) *Employment of persons aged eighteen (18) to twenty (20) years old. Minors Prohibited:* No minor shall be employed by a licensee, except for the purpose of preparing or serving food, providing entertainment and/or providing maintenance or cleanup services. At no time shall any minor tend any bar or pour, mix, or draw any alcoholic liquor in any premises licensed under the provisions of this chapter except persons who are eighteen (18), nineteen (19) or twenty (20) years old who are acting in pursuance of their employment.

(h) *Compliance Not A Defense:* No licensee or any agent thereof shall raise as a defense to this section his or her compliance with subsection (d) of this section. However, such

fact shall be considered by the Local Liquor Control Commissioner in mitigation of the finding of guilt for violation of this section.

(i) *Consumption by Minor; Exclusion:* Nothing in this section shall preclude the consumption by a minor of alcoholic liquor in the performance of religious services or under direct supervision of the parents or parent of such minor in the privacy of a home.

(j) *Solicitation of An Individual to Purchase Alcohol by A Person Under Twenty-One:* No person shall solicit any individual to purchase alcohol for possession or consumption by any person under the age of twenty-one (21).

(k) *Violation; Penalty:* The minimum fine for a violation of the provisions of this section shall be one hundred fifty dollars (\$150.00). In the event a person is accused of a violation and does not wish to contest the allegation prior to the time a complaint is issued for the violation, then the person so accused may pay to the city, at police headquarters, a penalty in the sum of one hundred fifty dollars (\$150.00) for and in full satisfaction of the violation.

Sec. 3-15. Operation:

(a) *License Posted:* Every holder of a license issued pursuant to this chapter shall immediately post and keep posted while in force, in a conspicuous location on the premises, the license so issued. Whenever such license is lost or destroyed, a duplicate thereof shall be issued by the local liquor commissioner upon application by the licensee, who shall also make a verified statement of loss or destruction. A twenty-five-dollar (\$25.00) processing fee shall be charged for issuance of any duplicate license.

(b) *Compliance with Health and Safety Codes:* All premises licensed hereunder shall at all times be kept in a clean, orderly and sanitary condition and shall comply with all building and safety codes so established by the city, county and state.

(c) *Occupancy Load:* The established occupant load of any licensed premises shall not exceed the posted capacity at any time.

(d) *Accessibility:* During the hours of operation applicable to the class of license held by the licensee, the doors to any licensed premises shall remain unlocked unless such premises are closed for business. At no time shall entrances to a licensed premise be locked when any patrons of said establishment are present, except that doors may be locked fifteen (15) minutes prior to closing time where exits are arranged so as to be readily opened from the side from which egress is to be made, i.e., equipped with panic bar exit.

(e) *View of Premises:* No licensee hereunder or agent thereof shall willfully obscure or in any manner obstruct any door or window of any licensed premises with any screen, blind, curtain, partition or other object which would prevent clear view into the licensed premises.

(f) *Exceptions:* The provisions of subsection (e) of this section shall apply to all premises upon which the sale of alcoholic liquor for consumption upon the premises is

licensed, provided that those provisions shall not apply to restaurants, hotels or other places where the sale of alcoholic liquor is not the primary business.

(g) *Closing Time*: At the closing time applicable to the class of license held by any licensee hereunder, the selling, dispensing and serving of all alcoholic liquor shall cease. The licensee, or agent thereof, shall from such closing time have a period of time not to exceed fifteen (15) minutes in which to clear the premises of all persons other than bona fide employees of the licensed establishment who are engaged in cleanup activities. If any law enforcement officer of the city shall believe that any person remaining in any licensed premises after closing time is not a bona fide employee engaged in cleanup activities, said officer may demand evidence documenting said employment. It shall be the responsibility of the licensee or any agent or employee thereof to produce proof of bona fide employment.

(h) *Telephone Required*: All establishments licensed under the provisions of this chapter shall have on their premises at least one operational telephone. All licensees or agents thereof shall telephone the police department if asked to do so or if any violation of the law occurs on the licensed premises. No licensee or his agents or employees shall withhold information or fail to aid police in their investigation.

(i) *Gambling Devices*: No gambling device or other gambling paraphernalia shall be kept or used for the purpose of gambling in any location licensed under the provisions of this chapter; provided, however, the prohibitions provided for in this chapter and any other chapter of this code that may reference or govern gambling or gambling devices shall not preclude any activity or device permitted under the laws of the State of Illinois, so long as the device or paraphernalia complies with all requirements under the laws of the State of Illinois, and in addition thereto, complies with all requirements of this and any other ordinance of the city of Rock Island, Illinois, related to such gambling device or other gambling paraphernalia.

(j) *Delivery*: No licensee, or agent thereof, shall order to receive the delivery of any alcoholic liquor on Sunday at the premises so licensed or at any other premises.

(k) *Employment of Felon*: No licensee or agent thereof shall employ or permit to be employed any person who has been convicted of a felony within fifteen (15) years prior to his or her employment as a manager or bartender in any premises licensed under this chapter. However, any person seeking employment as a bartender who has been convicted as a felon within the last fifteen (15) years, may, by application submitted to the liquor commissioner, seek a hearing before the liquor commissioner on the question as to whether the applicant has been sufficiently rehabilitated to warrant the public trust to allow said applicant to be employed as a bartender before the fifteen (15) year period since his or her felony conviction has passed. After said application has been submitted, the liquor commissioner may direct the police department to conduct a full investigation and then schedule a hearing before the liquor commissioner on the issue. At said hearing, the applicant may appear with or without counsel and present evidence as to why his or her request should be granted.

(l) *Sale to Certain Persons Prohibited*: No licensee hereunder or agent thereof shall sell, give or deliver any alcoholic liquor to any intoxicated person or to any person he or

she knows to be under legal disability or in need of mental treatment. For the purposes of this section, "legally disabled" shall mean the same as "judged incompetent".

(m) *Indecency/Obscenity Prohibited*: No licensee hereunder shall allow any person to engage in any act of public indecency or obscenity upon any licensed premises. For the purpose of this section, "indecency" shall mean the same as the definition contained in 720 Illinois Compiled Statutes 5/11-9; and "obscenity" shall mean the same as the definition contained in 720 Illinois Compiled Statutes 5/11-20.

(n) *Prostitution/Pandering Prohibited*: No licensee hereunder shall allow any person to solicit another for the purpose of prostitution upon any licensed premises; nor shall any licensee hereunder, or agent thereof, arrange or offer to arrange for money or anything of value a situation in which a person may practice prostitution.

(o) *Warning Signs to be Posted*: Every licensed establishment within the city, where alcoholic liquor is sold, shall display in a prominent place near to and clearly visible at all points of entry a printed warning which shall read as follows:

WARNING

Persons under 21 are, by city ordinance, subject to a fine up to \$500.00 for consuming or possessing alcohol or for misrepresenting their age in order to obtain or purchase alcohol. Only the following are acceptable proof of identification: Current Vehicle Operator's License, Current State Photo Identification Card, and Current Passport.

(p) *Loitering/Disorderly Conduct*: No licensee hereunder shall allow any loitering, gathering of unruly individuals or crowds or any unlawful or dangerous behavior whether in the premises or in any parking lot or other adjacent area serving the premises; and the licensee shall have primary responsibility for hiring such security personnel and taking other appropriate measures to observe compliance with this subsection. In the event a violation of law has taken place, the licensee or his agents shall immediately notify the police department.

(q) *Sales Of Glass Bottles Of Beer Over Twelve Ounces*: No licensee or agent thereof shall sell at retail "beer", as defined in section 3-1 of this chapter, in glass bottles or glass containers having a liquid content of more than twelve (12) ounces, for consumption off the licensed premises, provided however, a licensee or agent of a business possessing a class A liquor license whose primary sales of alcoholic beverages are eighty five percent (85%) of their sales, may sell imported or micro brewed beer at room temperature in glass bottles or glass containers having a liquid content of more than twelve (12) ounces but less than thirty (30) ounces for consumption off the licensed premises. This prohibition does not prevent a holder of a Class D license, or other craft brewer, from offering for sale growlers or crows for consumption off the licensed premise.

(r) *Illinois Liquor Control Act*: No licensee or agent thereof shall violate any provision of the Illinois Liquor Control Act, or any provisions of this Chapter or other City of Rock Island Ordinance.

Sec. 3-16. Remedies for Violation

(a) Any violation of the provisions of this chapter, except as otherwise provided, shall be punishable by a minimum fine of two hundred dollars (\$200.00). In the event any person is accused of a violation hereof and does not wish to contest the allegation prior to the time a complaint is issued for the violation, that person so accused may pay to the city at police headquarters a penalty in the sum of one hundred dollars (\$100.00) for and in full satisfaction of said violation.

These fines are in addition to administrative provisions for suspension, revocation or forfeiture of a license issued pursuant to this chapter; and payment of such fine shall not constitute an admission of guilt or innocence for purposes of such administrative proceedings for suspension, revocation or forfeiture.

(b) The Local Liquor Control Commissioner may revoke or suspend any license issued by them if they determine that the licensee has violated any of the provisions of this chapter or of the Illinois Liquor Control Act. In the case of a suspension, the suspension shall not exceed thirty (30) days. During such period of suspension, no alcoholic liquor shall be sold, dispensed or consumed on the licensed premises. In addition to or in lieu of suspension or revocation, the Commissioner may levy a fine on the licensee for such violations. The fine imposed shall not exceed one thousand dollars (\$1,000.00) for each violation; each day on which a violation continues shall constitute a separate violation. Not more than ten thousand dollars (\$10,000.00) in fines may be imposed against any licensee during the period of his/her license for violations under this Chapter.

If the Commissioner determines that a letter of reprimand is warranted or the license shall be suspended or revoked, it shall issue a written order within five (5) business days after the hearing, stating the reasons for the determination, and shall cause a copy of such order to be served upon the licensee within ten (10) days. In the event a fine is imposed, the order shall specify the date by which the fine shall be paid. If the fine is not paid by the specified date, the license shall be suspended for a stated period of time.

(c) Upon receipt of a complaint being made of a violation of the Illinois Liquor Control Act or of this Chapter, the Commissioner shall set the matter for hearing and shall serve notice upon the licensee of the time and place of such hearing and of the particular charge. Notice as herein required shall be by registered mail or by leaving a copy of the notice at the licensed place of business at least three (3) days prior to the date set for hearing. Such hearings shall be open to the public and written minutes of all proceedings shall be maintained.

(d) Emergency Closings:

- (1) In instances where the Local Liquor Control Commissioner has reason to believe that continued operation of a licensed establishment will immediately threaten the welfare of the community, the Commissioner, or if the commissioner is unavailable, the acting mayor may, upon issuance of a written order stating the reason for such conclusion and without notice, order the licensed premises closed for not more than seven (7) days during which time a hearing shall be held. When a licensee is engaged in the conduct of

another business or businesses upon the licensed premises, such order shall not be applicable to such other business or businesses.

(2) The chief of police may order, in his discretion, a licensed premise to be closed without hearing:

- a. For a period of 24 hours, if the premises constitute a crime scene and such closing could prevent the loss or destruction of evidence and facilitate a police investigation, or if the premises were the scene of a violent disturbance involving injury or threat to citizens or the use of firearms.
- b. Such closing, and the reasons therefor, will be documented by the chief of police.

(e) Licenses granted under the provisions of this chapter may be revoked by the Local Liquor Control Commissioner for any violation of the provisions of this chapter, or of the Illinois Liquor Control Act, including, but not limited to, the following:

- (1) Conviction of the licensee of any felony.
- (2) Conviction of the licensee for any violation of the law relating to the regulation of the sale of alcoholic liquor.
- (3) Conviction of the licensee for any violation of the law relating to the possession and/or sale of any controlled substance upon the licensed premises.
- (4) The willful making of any false or fraudulent statement by the licensee in an application for any license described herein.
- (5) All proceedings for the revocation of a license shall follow the procedures described in subsection (c) of this section.

(f) Payment and collection of any tax or money owed to the City may be enforced by action in any court of competent jurisdiction and failure to pay may be the cause for the suspension of any liquor license until payment is made, in addition to any other penalties in this chapter.

(g) Any violation of this chapter and/or of the Illinois Liquor Control Act, by any licensee, manager, agent, officer, director or employee shall be the sole responsibility of the licensee regardless of whether the unlawful act or omission occurred without the licensee's knowledge.

Sec. 3-12. Hearing Procedures:

(a) *Notice of Hearing:* Upon receipt of a complaint being made of a violation of the Illinois Liquor Control Act or of this chapter, or a request for review for the denial or refusal to renew a liquor license, the Commissioner shall set the matter for hearing and shall serve notice upon the licensee/applicant of the time and place of such hearing and of the particular charge. Notice as herein required shall be by registered mail or by

leaving a copy of the notice at the licensed place of business at least three (3) days prior to the date set for hearing. Such hearings shall be open to the public, and written minutes of all proceedings shall be maintained.

(b) *Witnesses*: Witnesses shall be sworn; but in all respects, hearings shall be informal, and the strict rules of evidence shall not apply.

(c) *Record of Proceedings*: A complete record of all evidence, testimony and comments before the Commissioner shall be taken by a certified court reporter or certified shorthand reporter. If a Court Reporter is unavailable, both parties may agree to proceed to hearing and rely upon a contemporaneous audio or video recording of the hearing that shall be transcribed after the fact by a certified court reporter.

(d) *Review of Proceedings*: Review of the proceedings before the Local Liquor Control Commissioner shall be limited to a review of the official record of the proceedings. No new or additional evidence shall be admitted or considered.

(e) *Initial Cost*: An hourly fee for the certified court or shorthand reporter at attendance at the formal hearings before the local license control commissioner shall be paid by the city.

(f) *Costs of Preparation, Transcription of Record*: All costs of preparing and transcribing an official record on appeal to the State Liquor Control Commission shall be borne by the Licensee or applicant requesting a review of the official proceedings.

(g) *Hearing Officer*: The hearing shall be presided over by a Hearing Officer. The Hearing Officer shall have the right to place witnesses under oath, to rule on objections, and to conduct the evidentiary hearing in an efficient manner. Notwithstanding the above, the Local Liquor Control Commissioner is the sole decision-maker in issuing a final decision.

Sec. 3-13. Abatement of place used in violation:

(a) Every parcel, building, or place whatsoever, wherein there shall be conducted any unlawful distribution or sale of any alcoholic liquor, or whereon or wherein there shall be kept, stored, concealed, or allowed any alcoholic liquor intended for illegal sale or to be sold, disposed of, or in any other manner used in violation of any of the provisions of this chapter, or a place used for purposes of lewdness, assignation, or prostitution, or premises which is detrimental to the peace and well-being of the neighborhood is declared to be a public nuisance and shall be abated and may be enjoined as provided by the laws of this state, and by this Code, for the abatement of public nuisances.

Sec. 3-14. Amendments:

(a) This chapter may be amended; and all licenses issued hereunder are issued subject to the amendments.

(b) If a licensee cannot, or does not choose to, meet any additional requirements imposed by the amendment, he or she may surrender his or her license to the city.

Memorandum



To: Rock Island City Council
From: Tarah Sipes, Economic Development Manager,
Thomas Flaherty, Assistant to the City Manager
Subject: A special ordinance approving a development
agreement between the City of Rock Island and New
Field Ventures, LLC. (Second Reading)

Motion: Motion to pass the ordinance.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

City staff have been working with Kyle Day of New Field Ventures, LLC regarding the purchase and redevelopment of 120 1/2 Street, Rock Island. Mr. Day intends to redevelop the building's existing office suites for one or more professional service firms.

Previous Council Action (if any):

N/A

Budget Impact:

The city will reimburse TIF-eligible expenses of up to \$62,500 to facilitate the redevelopment of the property. The reimbursement will be made from the downtown TIF.

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

N/A

Council Goal (if applicable):

N/A

Recommendation:

Staff recommend that the Rock Island City Council approve the attached development agreement and consider the ordinance.

Submitted by: Amanda Torres, Deputy Clerk

Approved by:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2025, by and between the City of Rock Island, IL, an Illinois municipal corporation, (the “City”) and New Field Ventures, LLC, an Illinois limited liability company (the “Developer”).

RECITALS

- A. WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the City;
- B. WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the “TIF Act”), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and
- C. WHEREAS, the City approved the “Rock Island Downtown TIF Redevelopment Plan and Rock Island Downtown TIF Redevelopment Project Area” (the “TIF Plan”), designated the tax increment redevelopment project area and adopted tax increment financing relative to the City’s “Downtown TIF District” (the “TIF District”);
- D. WHEREAS, the Developer has approached the City for incentives for the potential acquisition and development of the building located at 120 16 ½ Street, Rock Island, Illinois, 61201 (the “Property”) (collectively, the “Project”);
- E. WHEREAS, the Property and Project are within the TIF District and Developer is unable and unwilling to undertake the redevelopment of the Property, but for the TIF Incentives to be provided by the City in accordance with the TIF Act and the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein. The parties agree that, but for the TIF Incentives, to be provided by the City, Developer cannot successfully and economically develop the Property;
- F. WHEREAS, the City has determined that it is in the best interests of the City to consider its participation in the Project by providing the economic incentives set forth below (“TIF Incentives”);

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of and sufficiency are hereby acknowledged, the parties hereby agree as follows:

1. Developer Proposal.

- a. Developer will purchase the Property.
- b. Developer, or its affiliates, proposes to redevelop and operate the Property as one or more office suites for professional service firms.
- c. *Development Required.* The Developer agrees to commence and diligently pursue the development of the Property into office suites for professional service firms. The development of the property must meet the City's satisfaction in terms of progress and quality. The Developer shall start redevelopment within one year from the transfer of ownership, and shall complete construction within three years.
- d. The Developer or its affiliates shall advance all funds and pay all costs necessary to construct and complete the Project.
- e. The Developer or its affiliates shall timely pay when due all property taxes and assessments levied against the Property.
- f. The Developer will at all times, in performance of this agreement, comply with all applicable federal, state, and local laws and regulations.

2. City Commitments.

- a. The City will provide TIF Incentives for the Project not to exceed twenty-five percent (25%) of the total Project costs or sixty-two thousand five hundred dollars (\$62,500.00), whichever is less. These funds shall be payable solely from TIF available funding, and shall be made in five equal annual payments for a period of five years. If there is not enough available funding in the TIF account, such payment can be extended until all eligible expenses are reimbursed up to the City's incentive.
- b. For all TIF eligible expenses, such expenses should be made using Incremental Taxes generated from the Subject Property. "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase of the equalized assessed value ("EAV") of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the adoption of the TIF Act as certified by Rock Island County Clerk in accordance with the TIF Act.

- c. The City's Obligation to Reimburse the Developer under this Agreement utilizing TIF funds is a limited obligation payable solely from Incremental Taxes deposited in the STAF account from time to time and shall not be secured by the full faith and credit of the City.
- d. The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, and administrative rules and judicial interpretations rendered during the term of this Agreement.
- e. So long as no notice of default has been issued and is outstanding, the Developer shall submit to the City Manager, or his or her designee, a written statement setting forth the amount of payment and the specific Development Project Costs (which, for the avoidance of doubt may be paid by the Developer or its affiliates) for which reimbursement is sought, accompanied by such bills, paid receipts, contracts, invoices, lien waivers, or other evidence as may reasonably be required to evidence the right of the Developer to reimbursement.
- f. ***The City will only reimburse funds that are eligible TIF expenses, and the City is not obligated to pay the full amount due if the Developer fails to submit eligible expenses for repayment, or if there are not enough eligible expenses.***

5. Term of Agreement. This Agreement shall run with and bind the property in perpetuity, and shall inure to the benefit of and be enforceable by the City and the Developer, and any of their respective legal representatives, heirs, successors, and assigns. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

6. Repayment of Funds. This Agreement is contingent upon the Developer redeveloping the Property for the Project. In the event the Developer (1) does not redevelop the Property; (2) the Developer is found to be in material default on the Agreement by a fact finder or through dispute resolution; or (3) abandons the property before all incentives are paid, then the City of Rock Island shall be released from any obligations under this Agreement, and any funds contributed by the City shall be paid back to the City within thirty (30) days upon request.

7. Transferability of Agreement. The rights, duties, and obligations under this Agreement are personal to the parties involved and may not be transferred, assigned, or otherwise conveyed, in whole or in part, to any third party without the prior written consent of the

other party. Any attempt to transfer or assign any rights or obligations under this Agreement without such consent shall be void and of no effect.

8. Default.

- a. Failure by either party to observe and perform any covenant, condition, or agreement under this Agreement shall be considered a default hereof. The defaulting party shall be entitled to written notice of any default (other than the failure to pay money for which a ten (10) day notice shall be given) and shall have thirty (30) days from receipt of such notice to cure such default prior to the exercise of any remedy at law or in equity provided herein by the non-defaulting party.
- b. If either party defaults under this Agreement and fails to cure as set forth in paragraph a above, the non-defaulting party shall be afforded all rights and remedies at law or in equity. If either party employs attorneys or incurs other expenses for breach hereof, the non-prevailing party agrees shall within fifteen (15) days of demand therefor, pay to the prevailing party the reasonable fees of such attorneys and such other reasonable expenses so incurred.

9. General Provisions.

- a. Time is of the essence of this Agreement. The City and Developer will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications and other actions as may be necessary or appropriate or reasonably required to carry out the terms, provisions and intent of this Agreement or to facilitate the performance of this Agreement to the extent legally permitted and within the City's and the Developer's sound legal discretion. The City and the Developer shall assist and cooperate fully with each other in seeking and obtaining from any or all appropriate governmental bodies other than the City (whether federal, state, county or local) any necessary permits, entitlements and approvals required or useful for the construction or the redevelopment in, on or around the property.
- b. This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties, by the adoption of any ordinance or resolution of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest.
- c. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter

hereof and is a full integration of the agreement of the parties. This Agreement shall be binding upon the parties and their respective successors and assigns.

- d. If any provision, covenant, agreement, or portion of this Agreement, or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.
 - e. This Agreement shall be construed in accordance with the laws of the State of Illinois with jurisdiction and venue in Rock Island County.
 - f. Developer will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.
10. Indemnification. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an “Indemnatee” harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever in any manner relating or arising out of:
- a. The Developer’s failure to comply with any of the terms, covenants and conditions contained within this Agreement after notice and an opportunity to cure; or
 - b. The Developer’s or any contractor’s failure to pay general contractors, subcontractors, laborers, or materialmen in connection with the Project.
11. Notices. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

New Field Ventures, LLC
Kyle, R. Day, Manager
120 16 ½ Street
Rock Island, IL 61201

To the City:

City Manager
City of Rock Island

1528 Third Avenue
Rock Island, Illinois 61201

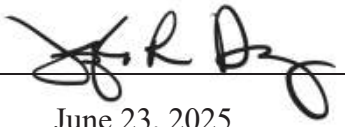
or at such other addresses as the parties may indicate in writing to the other, either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

NEW FIELD VENTURES, LLC

THE CITY OF ROCK ISLAND, ILLINOIS

By:  _____

By: _____

Date: June 23, 2025 _____

Date: _____

**AN ORDINANCE OF THE CITY OF ROCK ISLAND, ROCK ISLAND COUNTY, ILLINOIS,
APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROCK
ISLAND AND NEW FIELD VENTURES, LLC**

WHEREAS, the City of Rock Island, Rock Island County, Illinois (the "*City*") is a duly organized and validly existing home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*"), the Mayor and City Council of the City (collectively, the "*Corporate Authorities*") are empowered to undertake the development or redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance Nos. 69-2024, 70-2024, and 71-2024, respectively, adopted on December 16, 2024, approved a redevelopment plan and project (the "*Redevelopment Plan*") setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the Rock Island Downtown TIF Redevelopment Project Area (the "*Redevelopment Project Area*"); and adopted tax increment allocation financing for the Redevelopment Project Area; and,

WHEREAS, New Field Ventures, LLC, an Illinois corporation (the "*Developer*") has advised the City that the Developer intends to renovate the property commonly known as 120 16 ½ Street located in the City and within the Redevelopment Project Area (the "*Subject Property*") through a variety of capital projects, including redeveloping one or more office suites (the "*Project*"); and,

WHEREAS, the Developer has also informed the City that because of the considerable investment required to undertake the redevelopment of the Subject Property it shall be unable to proceed without additional assistance from the City; and,

WHEREAS, the Corporate Authorities have determined that in order to induce the Developer to undertake the Project at the Subject Property it is in the best interests of the City, and the health, safety, morals, and welfare of the residents of the City, for the City to provide financial assistance pursuant to the terms of a redevelopment agreement between the City and the Developer thereby providing economic development and job opportunities for the residents of the City; and, enhancing the tax base of the City and other taxing districts.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Rock Island, Rock Island County, Illinois, as follows:

Section 1: That the Redevelopment Agreement by and between the City and the Developer, attached hereto and made a part hereof, is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to

implement its terms on behalf of the City.

Section 2: This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and City Council and approval as provided by law.

ADOPTED this _____ day of _____, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2025

Mayor

Attest:

City Clerk

Memorandum

To: Rock Island City Council

From:

Subject: Report from Administration regarding a resolution for a moratorium on all new boarding houses, congregate living facilities, detoxification facilities, food pantries, emergency shelters, halfway houses, homeless shelters, soup kitchens, and transitional housing expiring November 24, 2025.



Motion: Motion to adopt the resolution.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The attached resolution will impose a City-wide moratorium on all new boarding houses, congregate living facilities, detoxification facilities, food pantries, emergency shelters, halfway houses, homeless shelters, soup kitchens, and transitional housing uses. The City has seen an increased number of development proposals for these uses, specifically in the downtown. At the same time, community members have voiced concerns regarding public safety and neighborhood impacts caused by their concentration. While other communities have licensing and zoning requirements to address this, the City currently does not have anything in place. To allow staff time to develop a recommendation on updating ordinances to ensure these uses are appropriately located, regulated, and supported, it is recommended that a moratorium be imposed a period of up to four (4) months.

Previous Council Action (if any):

NA

Budget Impact:

NA

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

NA

Council Goal (if applicable):

NA

Recommendation:

Administration recommends that the City Council adopt the resolution.

Submitted by: Tanner Osing, Planning & Zoning Manager

Approved by:

Resolution No. _____

**MORATORIUM ON CERTAIN USES IN
THE CITY OF ROCK ISLAND RESOLUTION**

WHEREAS, the City of Rock Island is an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and Laws of the State of Illinois; and

WHEREAS, the City is a home rule unit of government pursuant to Section 6(a), Article VII of the 1970 Illinois Constitution; and

WHEREAS, pursuant to its home rule power, the City may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, the City Council has an interest in regulating matters concerning the health and welfare of its citizens and in ensuring the compatibility of land uses within the city limits; and

WHEREAS, the City Council recognizes the growing need for solutions to homelessness and supports long-term strategies to provide housing and services for persons experiencing homelessness at a regional level; and

WHEREAS, the City has seen an increased number of proposals for the development of homeless shelters, transitional housing, congregate living facilities, and other related social service uses, especially in the downtown area; and

WHEREAS, the community members have voiced concerns regarding public safety and neighborhood impacts caused by the concentration of said uses, and the current zoning ordinance does not address their location; and

WHEREAS, the City Council hereby directs City staff to provide a recommendation on updating ordinances and zoning regulations to ensure homeless shelters, transitional housing, congregate living facilities, and other related social service uses are appropriately located, regulated, and supported;

BE IT RESOLVED, this 28th day of July, 2025, that the City Council, understanding that the City requires time to study and evaluate the issue at hand, imposes a moratorium on all new boarding houses, congregate living facilities, detoxification facilities, food pantries, emergency shelters, halfway houses, homeless shelters, soup kitchens, and transitional housing as defined hereunder or any other use deemed consistent by the City Manager for a period of four (4) months, expiring November 24th 2025, or prior to that date if so decided by the City Council.

Definitions. For the purpose of this moratorium, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“Boarding house” – A building arranged or used for lodging for compensation, with or without meals, and not occupied as a single-family unit.

“Congregate living facility” – A building or part thereof that contains sleeping units where residents share bathroom or kitchen facilities, or both.

“Detoxification facility” – Facilities that provide treatment for substance abuse, serving care recipients who are incapable of self-preservation or who are harmful to themselves or others.

“Food pantry” – a place that provides food directly to those in need. Food pantries receive, buy, store, and distribute food. Food pantries may also prepare meals to be served at no cost to those who receive them. A food pantry may be an ancillary use of a place of worship, social service center, homeless shelter, or other related use.

“Emergency shelter” – a temporary facility that provides immediate, short-term housing and basic services to individuals or families who are experiencing homelessness or a crisis situation.

“Halfway house” – a transitional living facility that provides a supportive environment for individuals who are moving from a more restrictive setting (such as prison, rehab, or psychiatric care) back into society. Halfway houses often include rules and curfews, mandatory meetings or therapy sessions, substance testing, and sometimes have time-limited stays. This definition also includes halfway house as defined in the Zoning Ordinance.

“Homeless shelter” – A facility that provides temporary shelter to individuals and/or families who are experiencing homelessness. Homeless shelters often provide basic services like food, hygiene, and clothing. Homeless shelters may distinguish populations served by age and/or gender. Homeless shelters include both daytime and evening shelters.

“Soup kitchen” – a place where free meals—typically hot meals like soup—are provided to people in need, especially those who are homeless, poor, or otherwise unable to afford food. Soup kitchens are usually run by charitable organizations, religious groups, or community volunteers, and they often operate on donations and volunteer labor.

“Transitional housing” – a temporary living arrangement designed to help individuals move from a state of crisis or homelessness to stable, long-term

housing. Transitional housing facilities often have a time-limited stay and provide support services.

MAYOR OF THE CITY OF ROCK ISLAND

PASSED:

AYES: Alderpersons

APPROVED:

ATTEST:

CITY CLERK

NAYS:

ABSENT:

Memorandum



To: Rock Island City Council
From: Samantha Gange, City Clerk
Subject: Report from the City Clerk's Office regarding a resolution adopting the full release and partial release of Closed Session minutes and the destruction of audio recordings from the same Closed Session minutes.

Motion: Motion to approve the full release and partial release of Closed Session minutes as recommended and adopt the resolution.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

Pursuant to ILCS 120/2.06(c), a public body must meet no less than semi-annually to review the minutes of the closed session meetings.

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

Submitted by: Samantha Gange, City Clerk

Approved by:

RESOLUTION NO. 02-2025

PARTIAL RELEASE OF CLOSED SESSION MINUTES IN THE CITY OF ROCK ISLAND

WHEREAS, the Rock Island City Council met during a scheduled Closed Session on July 14, 2025 to review the minutes of closed sessions (Executive Sessions) as mandated by Section 2.06 in accordance with 5 ILCS 120/2 (c) (21) for previous periods for which minutes have been classified as confidential to determine the appropriateness of retaining said minutes as confidential or conversely, disseminating said minutes to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE ROCK ISLAND CITY COUNCIL, AS FOLLOWS:

That the following Closed Session minutes are to be released and the recordings associated with these minutes are authorized to be entirely destroyed, partially released or partially destroyed, or continued as confidential, in accordance with requirements of all applicable rules or statutes until further review and order of the Rock Island City Council, with those released minutes to be made available for public inspection in accordance with 5 ILCS 120/2(a).

PARTIAL RELEASE

April 11, 2016 – Property Acquisition; July 25, 2016 - Litigation; June 12, 2017 – Settlement of Claims; July 10, 2017 – Litigation; August 28, 2017 – Litigation (2); September 11, 2017 – Litigation; October 23, 2017 – Litigation; November 6, 2017 – Settlement of Claims; November 20, 2017 – Personnel; December 18, 2017- Personnel.

MAINTAIN CONFIDENTIALITY (as authorized by 5 ILCS 120/2(c)(1), (c)(2), (c)(5), (c)(6), (c)(8), (c)11; (c)(12) and/or (c)(21):

Portions of July 12, 2010; portions of August 9, 2010; May 9, 2011; November 5, 2012; December 16, 2013; portions of August 25, 2014; portions of December 15, 2014; portions of January 19, 2015; portions of February 16, 2015; portions of March 2, 2015; April 6, 2015; April 13, 2015; April 20, 2015; portions of May 18, 2015; November 12, 2018; January 14, 2019; January 28, 2019; February 11, 2019; February 25, 2019; March 11, 2019; April 22, 2019; May 13, 2019; May 20, 2019; June 24, 2019; July 8, 2019; August 12, 2019; October 15, 2019; October 28, 2019; November 25, 2019; January 27, 2020; February 10, 2020; April 13, 2020; August 24, 2020; December 14, 2020; December 21, 2020; January 11, 2021; January 25, 2021; April 12, 2021; April 26, 2021; May 24, 2021; June 14, 2021; July 12, 2021; July 26, 2021; August 23, 2021; September 13, 2021; September 27, 2021; October 25, 2021; November 8, 2021; November 22, 2021; December 13, 2021; December 20, 2021; January 10, 2022; January 22, 2022; February 14, 2022; February 28, 2022; March 2, 2022; March 14, 2022; March 28, 2022; April 11, 2022; May 9, 2022; May

23, 2022; June 27, 2022; June 27, 2022 (2); and July 11, 2022; August 8, 2022; August 22, 2022; September 26, 2022; November 14, 2022; November 28, 2022; and December 19, 2022 (2); January 9, 2023; January 23, 2023; February 13, 2023; February 27, 2023; March 13, 2023 (2); May 8, 2023; May 22, 2023; November 13, 2023; November 27, 2023; December 11, 2023; December 18, 2023; January 8, 2024; April 22, 2024; May 20, 2024; June 24, 2024; July 22, 2024; August 12, 2024; August 26, 2024; September 9, 2024; October 14, 2024; October 28, 2024; November 11, 2024; November 25, 2024; December 9, 2024; December 16, 2024; January 27, 2025; March 10, 2025; March 24, 2025; April 14, 2025; May 19, 2025 and July 14, 2025.

ADOPTED by the CITY COUNCIL of the CITY OF ROCK ISLAND this 28th day of July 2025 A.D.

MAYOR OF THE CITY OF ROCK ISLAND

PASSED:

AYES: Alderpersons

APPROVED:

ATTEST:

CITY CLERK

NAYS:

ABSENT:

Memorandum



To: Rock Island City Council

From:

Subject: Report from the Wetland Task Force regarding a resolution on the City's commitment to register the Southwest Rock Island Wetlands as a Land and Water Reserve with the Illinois Department of Natural Resources.

Motion: Motion to adopt the resolution.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The attached resolution expresses the City's commitment to pursue registering the Southwest Rock Island Wetlands as a Land and Water Reserve with the Illinois Department of Natural Resources (IDNR). As presented at the June 23rd City Council Study Session, the Wetland Task Force recommends this process to permanently place the area in a conservation easement that will protect the wetlands. The Land and Water Reserve provides a number of advantages, including the flexibility to draft terms tailored to the area in the final agreement, the development of a wetland management plan as part of the registration process, and the ability to have expertise provided by IDNR throughout the process.

Lastly, this resolution represents a significant achievement for the City's environmental stewardship and long-term sustainability planning. It also fulfills the Wetland Task Force's directive to develop a recommendation for the City Council on a conservation easement for this area. The Task Force now looks forward to developing a wetland management plan in coordination with the IDNR.

Previous Council Action (if any):

- March 2025: The City Council adopted a resolution on the City's commitment to wetland conservation, which included the establishment of the Wetland Task Force and their directives.

Budget Impact:

In the resolution, the City commits to allocating municipal resources toward the registration and long-term management of this area, including stewardship activities, monitoring, and maintenance. The first order of business will be to undertake a boundary survey, which is a TIF eligible expense.

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

NA

Council Goal (if applicable):

NA

Recommendation:

The Wetland Task Force recommends that the City Council adopt the resolution.

Submitted by: Tanner Osing, Planning & Zoning Manager

Approved by:

**COMMITMENT TO REGISTER SOUTHWEST ROCK ISLAND WETLANDS
AS A LAND AND WATER RESERVE
WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the City of Rock Island is an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and Laws of the State of Illinois; and

WHEREAS, the City is a home rule unit of government pursuant to Section 6(a), Article VII of the 1970 Illinois Constitution; and

WHEREAS, pursuant to its home rule power, the City may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, the Rock Island City Council hereby expresses our unwavering commitment to pursue registration of approximately 600 acres of municipal-owned, critical wetlands habitat as a Land and Water Reserve with the Illinois Nature Preserves Commission, which exists under Illinois Department Natural Resources. Said wetlands are shown on a location map that includes parcel identification in Exhibit A, and are henceforth referred to as the Southwest Rock Island Wetlands; and

WHEREAS, the City Council recognizes that this initiative represents a cornerstone of the City's environmental stewardship and long-term sustainability planning by conserving this area for the benefit of future generations; and

WHEREAS, the City Council further recognizes that the Southwest Rock Island Wetlands provide critical environmental services including water quality protection, flood mitigation, biodiversity conservation, climate resilience, and recreation and education; and by registering the area as a Land and Water Reserve will protect these services; and

WHEREAS, the City commits to allocating municipal resources toward the registration and long-term management of this area, including stewardship activities, monitoring, and maintenance; and

WHEREAS, the City will ensure that all future city planning, zoning decisions, and development policies align with and support the protection of these wetlands and their surrounding buffer; and

WHEREAS, the City commits to working collaboratively with state and federal agencies, conservation organizations, and community stakeholders to achieve conservation goals within this area; and

WHEREAS, the City pledges to actively promote community awareness and education about the ecological importance of wetlands conservation and the specific benefits this Land and Water Reserve will provide to our region; and

WHEREAS, the City will coordinate with the Illinois Nature Preserves Commission on the agreement to register the Southwest Rock Island Wetlands as Land and Water Reserve, which will designate the final boundary of the area, determine allowable uses, identify management objectives, and provide necessary reserve rights for municipal services; and

WHEREAS, the City commits to undertaking other necessary actions to formalize the registration including securing all required permits and approvals for the creation of a wetland management plan and site proposal; and

WHEREAS, the City Council directs the Wetland Task Force to assist in the creation of said wetland management plan with specific direction to include a robust stakeholder engagement process, a proposed governance framework that establishes how the wetlands will be managed and by whom; and recommendations for future investments that preserve the natural environment and further the public interest.

BE IT RESOLVED, this 28th day of July, 2025, that the City Council directs City staff to initiate the process with the Illinois Nature Preserves Commission to register the Southwest Rock Island Wetlands as a Land and Water Reserve.

MAYOR OF THE CITY OF ROCK ISLAND

PASSED:

AYES: Alderpersons

APPROVED:

ATTEST:

CITY CLERK

NAYS:

ABSENT:

Label	PIN	Parcel
1	1616100003	11125
2	1616100002	11125-A
3	1616100004	11126
4	1616100005	11126-1
5	1616300001	11127
6	1616300004	11129
7	1616300002	11130
8	1617200006	11146
9	1617200009	11154
10	1617200008	11154-A
11	1617200007	11154-B
12	1617400005	11158
13	1617400001	11163
14	1621100002	11190-2
15	1621200002	11195
16	1621100001	11196
17	1621400002	11197
18	1621400008	11197-1
19	1622300001	11204
20	1622100001	11202
21	1616300005	11129-2
22	1621100004	11190-1
23	1621100005	11190
24	1621200001	11189

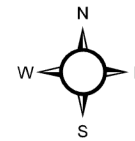


Disclaimer: This map is not a substitute for an actual field survey or online investigation. The accuracy of the map is limited to the quality of the records from which it was assembled. The City of Rock Island makes no warranty concerning this information.

Exhibit A Southwest Rock Island Wetlands



Southwest Rock Island Wetlands



City of Rock Island,
Economic Development

Drawn By: K. Douglass

Date Created: July 2025
Aerial Flown April 2024

0 250 500 1,000 1,500 2,000
Page 62 of 338

Memorandum



To: Rock Island City Council
From: Miles Brainard, Director
Subject: Report from the Community Development Department regarding amendments to Chapter 4: Building Regulations of the Municipal Code. (First Reading)

Motion: Motion to consider the ordinance.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The City is presently using the 2015 building code cycle. Staff propose adoption of the 2021 building code cycle, which is the same cycle neighboring communities have or will soon be adopting. There are no major differences between the two cycles, but regular updates to the building codes are important to reflect changing building methods, building materials, and professional standards. Staff are also proposing the adoption of local code amendments in the form of an appendix. The amendments are very similar to those previously adopted with the notable addition of code language for tiny houses and 3D-printed houses. There is also a requirement that all houses have functional gutters and downspouts added for clarity.

Staff also propose a restructuring of Chapter 4 of the municipal code to make it easier to understand and reference. The health code, which is overseen by the Building Official, is moved into the same chapter as the building codes. Language clarifying certain registration and appeals processes has also been added. Sign regulations are removed and made a separate appendix alongside the zoning code. Outdated and unnecessary regulations specific to RV parks, trailer parks, and pigeon coops are deleted. All other content remains largely unchanged save for minor corrections or reformatting.

It is noted that this code adoption does not affect the requirement for fire sprinkler systems in one- and two-family houses. A separate agenda item addresses that matter.

Previous Council Action (if any):

NA

Budget Impact:

NA

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

NA

Council Goal (if applicable):

NA

Recommendation:

The Community Development Department and the Inspections Commission recommends that the City Council approve the proposed amendments.

Submitted by: Miles Brainard, Director

Approved by:

AN ORDINANCE ADOPTING THE 2021 BUILDING CODES AND LOCAL AMMENDMENTS IN THE CITY OF ROCK ISLAND, ILLINOIS

WHEREAS, the City Council finds that maintaining a safe and sanitary built environment is in the best interest of the public. The Council further finds that regular updates to building and health codes are necessary as building methods, building materials, and professional standards change over time; and

WHEREAS, the City is required to comply with Illinois Public Act 103-0510 amending the Capital Development Board Act (20 ILCS 3105/1 *et seq.*) effective January 1, 2025.

NOW, THEREFORE, be it ordained by the City Council of the City of Rock Island, Illinois:

Section One: *Article III: Signs in Chapter 4: Buildings and Building Regulations* is hereby removed from said chapter and made a separate appendix to the Code of Ordinances titled *Appendix E: Signs*.

Section Two: *Article VI: Chronic Nuisance Property Abatement* is hereby removed from *Chapter 4: Buildings and Building Regulations* and moved to *Chapter 10: Offenses-Miscellaneous*. Having been moved to the end of said chapter, it shall be titled *Article VIII: Chronic Nuisance Properties* with its constituent sections renumbered as needed.

Section Three: The existing *Chapter 4: Buildings and Building Regulations* of the Code of Ordinances is hereby deleted in its entirety.

Section Five: A new *Chapter 4: Building Regulations* is hereby adopted and incorporated into the Code of Ordinances as follows:

CHAPTER 4: BUILDING REGULATIONS

ARTICLE I. THE BUILDING OFFICIAL & THE CODES

SEC. 4-1. AUTHORITY OF THE BUILDING OFFICIAL. The City shall have a Building Official responsible for the administration, interpretation, application, and enforcement of all building, plumbing, mechanical, electrical, and health codes adopted by the City. The Building Official shall oversee whatever staff are determined necessary in furtherance of those functions and shall have whatever additional authority granted by the provisions of this Chapter.

SEC. 4-2. BUILDING CODES ADOPTED. The 2021 editions of the following international codes are hereby adopted by reference and shall serve collectively as the local building code of the City subject to amendments: the International Building Code, the International Residential Code, the International Existing Building Code, the International Energy Conservation Code, and the International Property Maintenance Code.

SEC. 4-3. PLUMBING CODES ADOPTED. The most recent edition of the Illinois Plumbing Code shall apply to the installation, alteration, repair, relocation, addition, replacement, and maintenance of plumbing systems regulated by the Illinois Plumbing Code. The 2021 edition of the International Plumbing Code and the 2021 edition of the International Fuel Gas Code shall apply to any and all plumbing and piping systems not regulated by the Illinois Plumbing Code. These codes are hereby adopted by reference and shall serve collectively as the local plumbing code of the City subject to amendments.

SEC. 4-4. MECHANICAL AND HVAC CODES ADOPTED. The 2021 editions of the International Mechanical Code and the International Fuel Gas Code are hereby adopted by reference and shall serve collectively as the local mechanical and HVAC (heating, ventilation, and air conditioning) code of the City subject to amendments.

SEC. 4-5. ELECTRICAL CODES ADOPTED. The 2020 edition of the National Electrical Code (NEC), otherwise known as NFPA 70-2020, is hereby adopted by reference and shall serve as the local electrical code of the City subject to amendments.

SEC. 4-6. HEALTH CODES ADOPTED. The City hereby adopts a local health code and incorporates it herein as Article X of this Chapter. The most recent version of the United States Food & Drug Administration (FDA) Food Code adopted by the State of Illinois is also hereby adopted by the City. Said codes shall be applicable to all residential and commercial properties within the City.

SEC. 4-7. CODE AMENDMENTS ADOPTED. The City may adopt amendments to the above described codes by reference. Said amendments shall be maintained as a publicly available appendix by the Building Official.

SEC. 4-8. DEFINITIONS. The terms used in this chapter shall have the same definitions as those used in the codes hereby adopted unless otherwise specified in a given article.

SEC. 4-9. CODE ENFORCEMENT AUTHORITY. The City hereby adopts the provisions of 65 ILCS 5/1-2.1, *Administrative Adjudications*, and 65 ILCS 5/11-31.1, *Building Code Violations*, as they may be amended from time to time. The Building Official and any staff under their supervision with the requisite qualifications shall be considered “building inspectors” responsible for enforcement of the adopted codes of this article as provided for in the above referenced Illinois statutes.

ARTICLE II: INSPECTIONS COMMISSION

SEC. 4-10. CREATION OF COMMISSION. There is created an Inspections Commission to assist the City in the development and enforcement of building and health codes. The Commission shall consist of nine (9) members appointed by the Mayor with the consent of the City Council. Five (5) members of the Commission shall constitute a quorum. The Commission members shall be broadly representative of the building trades including general construction; electrical; plumbing; and HVAC (heating, ventilation, and air conditioning). The Commission shall also include at a minimum one (1) restaurant owner or operator and one (1) residential landlord.

SEC. 4-11. DUTIES OF COMMISSION. The Inspections Commission shall possess advisory powers only except in regards to their role as a code appeals board. The Commission's duties shall include:

- A. Soliciting community input on the adoption and development of codes;
 - B. Advising the Mayor and City Council on building trades and matters to do with property management;
 - C. Acting as a liaison between the City, agencies, associations, and residents relative to programs and activities;
 - D. Making recommendations on the development of new programs and activities;
 - E. Monitoring and evaluating programs and activities; and
 - F. Acting as a quasi-adjudicative board of appeals when a property owner or tradesperson dispute the meaning or intent of an adopted code of the City including the building, electrical, plumbing, HVAC, or health codes.
- Appeals must be submitted to the City in writing no more than thirty (30) days following the issuance of a written code interpretation or decision by the Building Official. Appeals shall be heard by the Commission within thirty (30) days or at their next regularly scheduled meeting following the receipt of the appeal. A ruling on the appeal by the Commission shall constitute a final administrative decision by the City.

SEC. 4-12. OFFICERS. The Commission shall have a Chair and a Vice Chair elected by the Commission who shall each serve a term of one (1) year and shall be eligible for reelection. The Chair shall preside over meetings. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair. If both are absent, a temporary Chair shall be elected by those present. The Building Official or their designee shall serve as Secretary to the Commission and be responsible for preparing and publishing agendas and meeting minutes.

SEC. 4-13. MEETINGS. The Commission shall schedule regular meetings on a monthly basis. Meetings may be cancelled for lack of business. Additional meetings may be called when needed. All meetings shall be run in accordance with the most recent edition of Robert's Rules of Order as well as all applicable local, state, and Federal codes.

SEC. 4-14. TERMS OF APPOINTMENT.

- A. The Commission members shall be divided into three (3) groups and initially appointed for terms of one (1), two (2), and three (3) years respectively. Thereafter, members shall be eligible to serve three (3) year terms. Members may serve two (2) consecutive terms (including the initial appointment term) before being required to take at least one (1) year off of the Commission. They may thereafter serve again.
- B. During the interval between appointments, any vacancy occurring on the Commission shall be filled by the Mayor with the consent of the City Council. Each member chosen to fill a vacancy shall hold office for the remainder of the unexpired term being occupied.
- C. A member may be removed from the Commission, with or without cause, by a two-thirds (2/3) majority vote of the Commission. Any member who does not attend at least two-thirds (2/3) of the meetings in any twelve (12) month period (or, if not in office for the entire period, such portion of the period that the member was in office) shall be automatically deemed to have resigned from the Commission unless waived by the affirmative two-thirds (2/3) majority vote of the Commission.

ARTICLE III. CONTRACTOR REGISTRATION

SEC. 4-15. REGISTRATION REQUIRED. Any and all persons, firms, partnerships, corporations, or other legal entities engaged in any building, plumbing, mechanical, or electrical activities regulated under the codes adopted in this chapter shall be required to register with the City as a contractor. It shall be unlawful for any person, firm, partnership, corporation, or other legal entity to operate as a contractor within the City without first registering as such. Registration cannot be transferred from one contractor to another. Registration shall be required on an annual basis and shall include any necessary updated information. Compliance with all other applicable local, State, and Federal law, including requirements to be additionally registered and licensed by other government agencies or professional associations, shall be required.

SEC. 4-16. REGISTRATION EXEMPTION. Owner-occupants of single-family houses shall be exempt from registration as a contractor when undertaking work at their own property. However, the Building Official may require proof of sufficient experience, practical knowledge, and other qualifications to ensure the work is performed in a manner that safeguards life and property. Owner-occupants exempt from registration under this section shall not be exempt from the requirement to secure permits, have their work inspected, and achieve compliance with all applicable codes. Owners of buildings not classified as single-family dwellings may perform non-structural or cosmetic work on their own properties without registration with the approval of the Building Official. The Building Official may require registration if it is determined that the scope of activities exceed the limitations of this exemption.

SEC. 4-17. REGISTRATION APPLICATION. Each applicant for registration or registration renewal shall provide their full name, mailing address, electronic mailing address, and phone number. In the case of a limited liability company (LLC) or similar legal entity, all registered agents shall be identified as well as the registered office in addition to the above described contact information. Applicants shall also provide a surety bond not less than ten thousand dollars (\$10,000) and copies of any other registration and licensing from other government agencies or professional associations as required.

SEC. 4-18. REGISTRATION SUSPENSION. The Building Official may suspend a contractor's registration for just cause. Suspension shall mean that it is unlawful for the contractor to begin any new work within the City and shall not be granted any new permits. Notice of suspension shall be made in writing. There shall be no fine assessed for suspension. The decision by the Building Official to suspend a contractor's registration shall involve a holistic evaluation of the severity of citations, the history of citations at any other properties at which they have done work, the contractor's failure to pull permits and have work inspected, and any unpaid fees or fines owed to the City. The intent of suspension shall be to encourage a contractor to complete ongoing projects in a code-compliant manner, submit plans for review and pull permits as required, and pay any fees or fines owed to the City in full. Suspension is intended as a temporary status, but should a contractor remain in a state of suspension for twelve (12) or more months, the Building Official may consider that as justification to revoke their registration. Suspension may be appealed to the Inspection Commission.

SEC. 4-19. REGISTRATION REVOCATION. The Building Official may revoke a contractor's registration. The process for revocation and appeal is as follows.

- A. A decision to revoke a contractor's registration shall be made based upon a holistic evaluation of the severity of citations, the history of citations at various properties, and the contractor's license having been suspended for twelve (12) or more months. Failure to pull permits and have work inspected at properties where the contractor has worked shall also be considered.
- B. The contractor may appeal the revocation to the Inspections Commission by submitting the appeal in writing within fifteen (15) days of the registration revocation. If an appeal is so submitted, the revocation shall be temporarily stayed. The Inspections Commission shall hold a hearing at their next regularly scheduled meeting to consider the appeal. The Commission shall consider any ongoing enforcement actions being taken by the City regarding properties at which the contractor has worked, the severity of the code violations that have been cited, and the overall history of work at said properties. The Commission shall hear from both the Building Official or designee and the contractor at the hearing before voting whether or not to grant the appeal.
- C. A decision made by the Commission may be appealed by the contractor to the City Council in writing within fifteen (15) days of the Commission's

decision. The Council shall hold a hearing at their next regularly scheduled meeting to consider the appeal. The Council shall make the final administrative decision.

- D. Once revoked, the contractor shall be ineligible to register for a period of one year and prohibited from working as such within the City. Any contractor violating the provisions of this section shall be deemed guilty of violating the building code and penalized as such.
- E. A notice stating that the contractor's registration has been revoked shall be made available to the public. Said notice shall advise the public that said contractor is not registered and cannot legally work as a contractor in the City.
- F. Nothing in this section shall supersede other articles that empower the City to take more immediate action to protect public safety or when life-threatening conditions exist. The respective enforcement procedures and associated timelines for compliance pertaining to other codes adopted by the City shall also not be superseded by this article.

SEC. 4-20. REGISTRATION AS GENERAL CONTRACTOR. All applicants shall meet the following requirements and provide the following documentation.

- A. A license/permit bond in the amount of ten thousand dollars (\$10,000). The bond shall be continuous until canceled by written notice.
- B. Proof of Insurance covering the amount of \$100,000.00 for each occurrence of property damage; and the amount of \$300,000.00 for each occurrence of personal injury or bodily harm. Proof shall be a certificate of insurance listing the City of Rock Island as the certificate holder. Cancellation of such policy shall be provided by written notice to the Building Official at least thirty (30) days prior to the date of cancellation.
- C. Proof of workers' compensation insurance or proof that the registrant is an approved self-insurer of works compensation. Proof shall either be the Certificate of Insurance from the insurance provider or the Certificate of Approval as a self-insurer issued by the Illinois Workers Compensation Commission. Registrants that have no employees shall not be required to provide proof of workers compensations. A written statement shall accompany the registration affirming the registrant has no employees.
- D. Registrants shall provide a copy of their State of Illinois Roofing License. General contractors shall not be allowed to engage in the business of roofing or receive a permit to perform such work unless licensed or certified as a roofing contractor under the Roofing Industry Licensing Act (225 ILCS 335/1 et seq.), or unless exempted from the licensing requirements.

SEC. 4-21. REGISTRATION AS PLUMBING CONTRACTOR. All applicants shall be licensed as a plumber in the State of Illinois in compliance with the Plumbing License Law (225 ILCS 320/1 et seq.) unless otherwise exempted by said law. All applicants shall provide a State of Illinois plumbing license for their respective

business or corporation (055 License) as well as the plumbing license for the respective individuals applying (058 License).

SEC. 4-22. REGISTRATION AS MECHANICAL AND HVAC CONTRACTOR. All applicants shall provide a Mechanical/HVAC License. Applicants providing a Mechanical/HVAC license or registration from another Illinois municipality shall also provide an affidavit verifying a minimum of five (5) years as a mechanical contractor. Persons, firms, partnerships and corporations that have taken and passed a master's examination must provide proof of a passing grade, and the a current copy of their licensing. In addition, they shall meet the following requirements and provide the following documentation.

- A. A License/Permit bond in the amount of ten thousand dollars (\$10,000). The bond shall be continuous until canceled by written notice.
- B. Proof of insurance covering the amount of \$100,000.00 for each occurrence of property damage; and the amount of \$300,000.00 for each occurrence of personal injury or bodily harm. Proof shall be a certificate of insurance listing the City of Rock Island as the certificate holder. Cancellation of such policy shall be provided by written notice to the office of the building official at least thirty (30) days prior to the date of cancellation.
- C. Proof of workers' compensation insurance or proof that the registrant is an approved self-insurer of works compensation. Proof shall either be the Certificate of Insurance from the insurance provider or the Certificate of Approval as a self-insurer issued by the Illinois Workers Compensation Commission. Registrants that have no employees shall not be required to provide proof of workers compensations. A written statement shall accompany the registration affirming the registrant has no employees.

SEC. 4-23. REGISTRATION AS ELECTRICAL CONTRACTOR. All applicants must provide a current Electrical License. Applicants providing an electrical license or registration from another Illinois municipality shall also provide an affidavit verifying a minimum of five (5) years as an electrical contractor. Persons, firms, partnerships and corporations that have taken and passed a master's examination must provide proof of a passing grade, and the a current copy of their licensing. In addition, they shall meet the following requirements and provide the following documentation. A current Master Electrician License from another U.S. state may also be accepted for registration, provided the licensing standards are deemed substantially equivalent and approved by the Building Official. In addition, they shall meet the following requirements and provide the following documentation. All electrical work performed under the contractor's registration must be completed by individuals holding a valid electrical license issued by the State of Illinois, another Illinois municipality, or a U.S. state with equivalent licensing standards. A licensed individual may directly supervise up to two (2) unlicensed apprentices or laborers, provided they are physically present on the job site at all times while work is being performed.

- A. Insurance covering the amount of \$100,000.00 for each occurrence of property damage; and the amount of \$300,000.00 for each occurrence of personal injury or bodily harm. Proof shall be a certificate of insurance listing the City of Rock Island as the certificate holder. Cancellation of such policy shall be provided by written notice to the office of the building official at least thirty (30) days prior to the date of cancellation.
- B. Proof of workers' compensation insurance or proof that the registrant is an approved self-insurer of works compensation. Proof shall either be the Certificate of Insurance from the insurance provider or the Certificate of Approval as a self-insurer issued by the Illinois Workers Compensation Commission. Registrants that have no employees shall not be required to provide proof of workers compensations. A written statement shall accompany the registration affirming the registrant has no employees.

ARTICLE IV. PERMITS & INSPECTIONS

SEC. 4-24. PERMITS REQUIRED. Unless otherwise stated in the adopted codes, it shall be the assumption that all work requires a permit except when it is of a purely cosmetic, non-structural nature as determined by the Building Official. Such determinations made by the Building Official may be appealed to the Inspections Commission. Such an appeal shall be processed in the same manner as an appeal on a code interpretation would be.

SEC. 4-25. PERMIT APPLICATION. Each applicant for a permit shall provide their full name, mailing address, electronic mailing address, and phone number. In the case of a limited liability company (LLC) or similar legal entity, all registered agents shall be identified as well as the registered office in addition to the above described contact information. In a manner prescribed by the Building Official, the applicant shall provide the exact location of their respective undertaking, a detailed scope of work, associated cost estimates, and approximate project timeline. Issuance of permits may require plans prepared by licensed architects, engineers, or similar professionals when so determined by the Building Official. When such plans are required, the applicant shall not be required to pay for their permit until plan review is completed and said plans have been approved. Plans so approved may be revised at a later time without the need for new permit in consultation with the Building Official or designees. Permits shall be valid for six (6) months but may be extended at the discretion of the Building Official or designee.

SEC. 4-26. PERMIT DISPLAYED. Any and all permits issued must be conspicuously displayed at the work site in a window, on a door, or in any other location clearly visible from the public right-of-way.

SEC. 4-27. INSPECTIONS. All work permitted under this chapter shall require inspected upon completion for code compliance. Additional inspections may be required at different stages of work depending on the scale and complexity of the

undertaking. A schedule of inspections shall be made known to any permit applicant at the time of permitting.

SEC. 4-28. INSPECTION ACCESS. All properties for which permits have been secured under this chapter shall be subject to inspection by the City upon reasonable notice to the contractor or property owner. The contractor and/or property owner shall be present in person for all inspections having been given reasonable notice. Failure to be present shall constitute missing an inspection. Missing an inspection three or more times during the period that the respective permit is active may be used by the Building Official as justification for license suspension or revocation. If any contractor or property owner fails or refuses to consent to free access and entry to the property by the City, the City may apply to the circuit court for an appropriate order authorizing such access. Refusal by a contractor or property owner to provide access to a property may be used by the Building Official as justification for license suspension or revocation.

SEC. 4-29. STOP WORK ORDERS. Any work being undertaken without a permit shall be considered a violation of this chapter and necessitate the issuance of a Stop Work Order by the Building Official or designee. Continuing work after a Stop Work Order has been issued shall result in a doubled permit fee and a fine of one hundred and fifty dollars (\$150). If the required permits are obtained within forty-eight (48) hours of issuance of the Stop Work Order, however, the doubled permit fee and fine may be waived at the discretion of the Building Official.

SEC. 4-30. BUILDING DEMOLITION REQUIREMENTS. It is the policy of the City that buildings shall be demolished in a manner that allows for reasonable future redevelopment of the resulting site. To that end, the following shall be required for all demolitions undertaken and confirmed through inspection.

- A. For one- and two-unit residential structures as well as for any structure residential or otherwise in a residential zoning district, the entirety of building elements below grade shall be removed from the site as part of the demolition. This shall include but not be limited to foundation walls, footings, basement floors, and any other related structures or materials. Following an inspection by the City confirming that such structures and materials have been removed, the site shall be backfilled with clean-fill material. Aggregate shall measure no more than four inches (4") in diameter. The site shall be compacted sufficiently to prevent future subsistence with one foot (1') of topsoil covering the excavation area. It shall also be graded to match the surrounding site topography and seeded with turf grass.
- B. For all other structures not included above, all structures and materials four feet (4') below grade shall be removed from the site as part of the demolition. If a basement floor is present, said basement floor shall either be removed in its entirety or broken up into sections not greater than one square yard to allow for proper groundwater drainage. Following an inspection by the City confirming that such structures and materials have

been removed up to four feet (4') below grade, the site shall be backfilled with clean fill material. Aggregate shall measure no more than four inches (4") in diameter. The site shall be compacted sufficiently to prevent future subsistence with one foot (1') of topsoil covering the excavation area. It shall also be graded to match the surrounding site topography and seeded with turf grass. If any part of the foundation is going to be left four feet (4') below ground level, a site plan that displays the building's footprint needs to be submitted to the City.

- C. The utility provider shall remove gas and electric services. Water service and sewer lines shall be disconnected at the City main.

ARTICLE V. FEES & FINES

SEC. 4-31. FEES IN GENERAL. It is the policy of the City that reasonable fees shall be charged for services to offset the cost of operations. The fees in this chapter may be reviewed and amended periodically upon the recommendation of the Building Official and with the approval of the City Council. Unless otherwise stated, any violations of this code shall be met with fines as detailed in section 10-107.11 "Schedule of Penalties for Ordinance Violations" of the Code of Ordinances.

SEC. 4-32. BUILDING PERMIT FEES. The value used to determine the cost of the building permit is the total replacement value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, contractor overhead, and profit. Not included in the total value is land acquisition cost, grading and excavation work, paving, exterior sidewalks, and site work such as the installation of City-required infrastructure. Plan review may be conducted by third-party consultant when deemed necessary or prudent by the Building Official. In such case, the plan review fee shall be the actual cost of the plan review as charged to the City by said third-party consultant. Fees are as follows.

U.S. DOLLAR VALUATION	PERMIT FEE	PLAN REVIEW FEE
1 - 500	\$27.50	\$90.00 if applicable
501 - 600	\$30.80	\$90.00 if applicable
601 - 700	\$34.10	\$90.00 if applicable
701 - 800	\$37.40	\$90.00 if applicable
801 - 900	\$40.70	\$90.00 if applicable
901 - 1,000	\$44.00	\$90.00 if applicable
1,001 - 1,100	\$47.30	\$90.00 if applicable
1,101 - 1,200	\$50.60	\$90.00 if applicable
1,201 - 1,300	\$53.90	\$90.00 if applicable
1,301 - 1,400	\$57.20	\$90.00 if applicable
1,401 - 1,500	\$60.50	\$90.00 if applicable
1,501 - 1,600	\$63.80	\$90.00 if applicable

1,601 - 1,700	\$67.10	\$90.00 if applicable
1,701 - 1,800	\$70.40	\$90.00 if applicable
1,801 - 1,900	\$73.70	\$90.00 if applicable
1,901 - 2,000	\$77.00	\$90.00 if applicable
2,001 - 3,000	\$92.15	\$90.00 if applicable
3,001 - 4,000	\$107.30	\$90.00 if applicable
4,001 - 5,000	\$122.45	\$90.00 if applicable
5,001 - 6,000	\$137.60	\$90.00 if applicable
6,001 - 7,000	\$152.75	\$90.00 if applicable
7,001 - 8,000	\$167.90	\$90.00 if applicable
8,001 - 9,000	\$183.05	\$90.00 if applicable
9,001 - 10,000	\$198.20	\$90.00 if applicable
10,001 - 11,000	\$213.35	\$90.00 if applicable
11,001 - 12,000	\$228.50	\$90.00 if applicable
12,001 - 13,000	\$243.65	\$90.00 if applicable
13,001 - 14,000	\$258.80	\$90.00 if applicable
14,001 - 15,000	\$273.95	\$90.00 if applicable
15,001 - 16,000	\$289.10	\$90.00 if applicable
16,001 - 17,000	\$304.25	\$90.00 if applicable
17,001 - 18,000	\$319.40	\$90.00 if applicable
18,001 - 19,000	\$334.55	\$90.00 if applicable
19,001 - 20,000	\$349.70	\$90.00 if applicable
20,001 - 21,000	\$364.85	\$90.00 if applicable
21,001 - 22,000	\$380.00	\$90.00 if applicable
22,001 - 23,000	\$395.15	\$90.00 if applicable
23,001 - 24,000	\$410.30	\$90.00 if applicable
24,001 - 25,000	\$425.45	\$90.00 if applicable
25,001 - 26,000	\$436.35	\$109.09
26,001 - 27,000	\$447.25	\$111.81
27,001 - 28,000	\$458.15	\$114.54
28,001 - 29,000	\$469.05	\$117.26
29,001 - 30,000	\$479.95	\$119.99
30,001 - 31,000	\$490.85	\$122.71
31,001 - 32,000	\$501.75	\$125.44
32,001 - 33,000	\$512.65	\$128.16
33,001 - 34,000	\$523.55	\$130.89
34,001 - 35,000	\$534.45	\$133.61
35,001 - 36,000	\$545.35	\$136.34
36,001 - 37,000	\$556.25	\$139.06
37,001 - 38,000	\$567.15	\$141.79
38,001 - 39,000	\$578.05	\$144.51
39,001 - 40,000	\$588.95	\$147.24
40,001 - 41,000	\$599.85	\$149.96
41,001 - 42,000	\$610.75	\$152.69
42,001 - 43,000	\$621.65	\$155.41

43,001 - 44,000	\$632.55	\$158.14
44,001 - 45,000	\$643.45	\$160.86
45,001 - 46,000	\$654.35	\$163.59
46,001 - 47,000	\$665.25	\$166.31
47,001 - 48,000	\$676.15	\$169.04
48,001 - 49,000	\$687.05	\$171.76
49,001 - 50,000	\$697.95	\$174.49
50,001 - 51,000	\$705.55	\$176.39
51,001 - 52,000	\$713.15	\$178.29
52,001 - 53,000	\$720.75	\$180.19
53,001 - 54,000	\$728.35	\$182.09
54,001 - 55,000	\$735.95	\$183.99
55,001 - 56,000	\$743.55	\$185.89
56,001 - 57,000	\$751.15	\$187.79
57,001 - 58,000	\$758.75	\$189.69
58,001 - 59,000	\$766.35	\$191.59
59,001 - 60,000	\$773.95	\$193.49
60,001 - 61,000	\$781.55	\$195.39
61,001 - 62,000	\$789.15	\$197.29
62,001 - 63,000	\$796.75	\$199.19
63,001 - 64,000	\$804.35	\$201.09
64,001 - 65,000	\$811.95	\$202.99
65,001 - 66,000	\$819.55	\$204.89
66,001 - 67,000	\$827.15	\$206.79
67,001 - 68,000	\$834.75	\$208.69
68,001 - 69,000	\$842.35	\$210.59
69,001 - 70,000	\$849.95	\$212.49
70,001 - 71,000	\$857.55	\$214.39
71,001 - 72,000	\$865.15	\$216.29
72,001 - 73,000	\$872.75	\$218.19
73,001 - 74,000	\$880.35	\$220.09
74,001 - 75,000	\$887.95	\$221.99
75,001 - 76,000	\$895.55	\$223.89
76,001 - 77,000	\$903.15	\$225.79
77,001 - 78,000	\$910.75	\$227.69
78,001 - 79,000	\$918.35	\$229.59
79,001 - 80,000	\$925.95	\$231.49
80,001 - 81,000	\$933.55	\$233.39
81,001 - 82,000	\$941.15	\$235.29
82,001 - 83,000	\$948.75	\$237.19
83,001 - 84,000	\$956.35	\$239.09
84,001 - 85,000	\$963.95	\$240.99
85,001 - 86,000	\$971.55	\$242.89
86,001 - 87,000	\$979.15	\$244.79
87,001 - 88,000	\$986.75	\$246.69

88,001 - 89,000	\$994.35	\$248.59
89,001 - 90,000	\$1,001.95	\$250.49
90,001 - 91,000	\$1,009.55	\$252.39
91,001 - 92,000	\$1,017.15	\$254.29
92,001 - 93,000	\$1,024.75	\$256.19
93,001 - 94,000	\$1,032.35	\$258.09
94,001 - 95,000	\$1,039.95	\$259.99
95,001 - 96,000	\$1,047.55	\$261.89
96,001 - 97,000	\$1,055.15	\$263.79
97,001 - 98,000	\$1,062.75	\$265.69
98,001 - 99,000	\$1,070.35	\$267.59
99,001 - 100,000	\$1,077.95	\$269.49
100,001 - 500,000	\$1,077.95 plus \$6.05 for each additional \$1,000 or fraction thereof	25% of the Building Permit Fee
500,001 - 1,000,000	\$3,497.95 plus \$5.20 for each additional \$1,000 or fraction thereof	25% of the Building Permit Fee
1,000,001 and above	\$6,097.95 plus \$3.30 for each additional \$1,000 or fraction thereof.	25% of the Building Permit Fee

SEC. 4-33. PLUMBING PERMIT FEES.

- A. Minimum fee for any plumbing or piping permit: \$30.00.
- B. Re-inspection fees (one (1) hour minimum): \$55.00.
- C. Each fixture: \$13.00. Stools, urinals, sinks, tubs, showers, water heaters, floor drains, area drains, roof drains, catch basins, automatic ice makers, automatic dishwashers, etc.
- D. Each connection: \$25.00. To city or private water mains, sanitary sewer mains, or storm water mains.
- E. Each sprinkler head, flow valve, and control valve: \$2.20. In an automatic fire protection sprinkler system.
- F. Each cross-connection-control device: \$25.00.
- G. Fuel gas piping outlet: \$7.50. Each appliance, stub out for future appliance, regulator vent, etc.
- H. Utility turn on (reconnect services-gas pressure test): \$50.00.
- I. Other inspections and fees:
 - a. Inspections outside normal business hours (two (2)-hour minimum fee): \$55.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
 - b. Re-inspection fees (one (1)-hour minimum): \$55.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved).

- c. Inspections for which no fee is specifically indicated (one (1)-hour minimum): \$55.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. Additional plan review required by changes, additions, or revisions to plans (one (1)-hour minimum): \$55.00 or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. Use of outside consultants for plan review or inspections or both: Actual costs, including administrative and overhead costs.

SEC. 4-34. MECHANICAL PERMIT FEES.

- A. Minimum fee for any mechanical permit: \$30.00.
- B. Re-inspection fees (one (1) hour minimum): \$55.00.
- C. Calculation of mechanical permits: \$30 application fee + 1% of total job valuation. Note: Valuation is based on all material and labor for which the permit is issued. When the value of labor and material are in question, valuation will be determined by the Building Official.
- D. Commercial structures: \$30 application fee + 1% of total job valuation up to \$300,000.00. (Valuation at \$300,001.00 and above - \$30 application fee + 1/2% of total job valuation.)
- E. PSI test and inspection to reconnect gas (gas pressure): \$50.00.
- F. Other inspections and fees:
 - i. Inspections outside normal business hours (two (2)-hour minimum fee): \$55.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. The cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
 - ii. Re-inspection fees (1-hour minimum): \$55.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
 - iii. Inspections for which no fee is specifically indicated (one (1)-hour minimum): \$55.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
 - iv. Additional plan review required by changes, additions, or revisions to plans (one (1)-hour minimum): \$55.00 or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

- v. Use of outside consultants for plan review or inspections or both:
Actual costs, including administrative and overhead costs. (Ord.
030-2019, 6-10-2019)

SEC. 4-35. ELECTRICAL PERMIT FEES.

- A. Minimum fee for any electrical permit: \$30.00.
- B. Re-inspection fees (one (1) hour minimum): \$55.00.
- C. New construction: \$30 application fee + 1% of total job valuation. (No additional fees for entrance service or temporary service).
- D. Commercial structures: \$30 application fee + 1% of total job valuation up to \$300,000.00. (Valuation at \$300,001.00 and above - \$30 application fee + 1/2% of total job valuation.)
- E. Rewiring: \$30 application fee + 1% of total job valuation. (No additional fee for new/upgraded entrance service if part of project.)
- F. Additions to existing structures: \$30 application fee + 1% of total job valuation. (Includes wiring of previously unwired/minimally wired basements, multi-season porches, attached garages, etc.)
- G. Note: Valuation is based on all material and labor for which the permit is issued. When the value of labor and material are in question, valuation will be determined by the Building Official.
- H. Replace/upgrade entrance service: \$50.00.
- I. Temporary service: \$35.00.
- J. Electrical utility turn-on: \$50.00 per meter set for services that are abandoned.
- K. Low voltage wiring: \$35.00 minimum fee required unless this work is done in conjunction with other electrical work done under permit by a registered electrical contractor.
- L. Other inspections and fees:
 - a. Inspections outside normal business hours (two (2)-hour minimum fee): \$55.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. The cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
 - b. Re-inspection fees (one (1)-hour minimum): \$55.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
 - c. Inspections for which no fee is specifically indicated (one (1)-hour minimum): \$55.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
 - d. Additional plan review required by changes, additions, or revisions to plans (one (1)-hour minimum): \$55.00 or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include

supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

- e. Use of outside consultants for plan review or inspections or both:
Actual costs, including administrative and overhead costs.

SEC. 4-36. FIRE SAFETY PLAN REVIEW FEES.

- A. Fire Sprinkler Residential: \$50.00.
- B. Fire Sprinkler Commercial: \$100.00.
- C. Fire Alarm System: \$100.00.
- D. Type I Commercial Kitchen Hood: \$50.00.
- E. Miscellaneous: \$25.00/hour (minimum one (1) hour).

SEC. 4-37. SIGN PERMIT FEES.

U. S. DOLLAR VALUATION OF SIGN	PERMIT FEE
1 - 1,000	\$35.00
1,001 - 2,000	\$51.50
2,001 - 3,000	\$68.00
3,000 - 4,000	\$84.50
4,001 - 5,000	\$101.00
5,001 - 6,000	\$117.50
6,001 - 7,000	\$134.00
7,001 -8,000	\$150.50
8,001 - 9,000	\$167.00
9,001 - 10,000	\$183.50
10,000 or more	\$183.50 plus \$55.00 for each additional \$10,000 in sign valuation or fraction thereof.

SEC. 4-38. OTHER PERMIT FEES.

- A. Moving a building: \$165.00.
- B. Moving a garage that is accessory to a one (1) or two (2) family dwelling: \$55.00.
- C. Demolition of a one (1) or two (2) family dwelling: \$55.00.
- D. Demolition of a building that is not a one (1) or two (2) family dwelling: \$110.00 for the first story and \$27.50 each additional story.
- E. Residential swimming pools: \$27.50.
- F. Residential storage tanks: \$55.00.
- G. Inspection requests outside of normal business hours: (two (2)-hour minimum fee) 55.00/hour.
- H. Re-Inspection fees (after two (2) failed inspections for the same item/trade): \$55.00.
- I. Special Inspections (at the discretion of the Building Official): \$55.00/hour.

ARTICLE VI. RENTAL PROPERTIES

SEC. 4-39. PURPOSE. The purpose of this article is to protect the health and safety of the public through the registration and management of both short- and long-term rental housing. It is intended to ensure compliance with all applicable codes including the most recently adopted version of the International Property Maintenance Code (IPMC).

SEC. 4-40. DEFINITIONS. The terms used in this article shall have the same definitions as those used in the International Property Maintenance Code (IPMC) unless otherwise specified.

A. Short-Term Rental: Any rental property where the term of the rental is less than thirty (30) days in duration. This shall not include hotels, motels, or bed and breakfast establishments.

B. Long-Term Rental: Any rental property where the term of the rental is thirty (30) days or more in duration. This shall not include extended-stay hotels, motels, or bed and breakfast establishments. Dormitories associated with a college, university, or similar institution of higher learning as well as nursing homes, retirement centers, rest homes, and any similar accommodations subject to licensing and inspection by the State or Federal governments shall not be considered long-term rental properties subject to this article.

C. Minor Infraction: In addition to items specified elsewhere in this article, minor infractions shall include violation of IPMC sections 304.13, 305.4, 305.3, 404.2, 503.1, 304.2, 304.3, 304.8, 302.1, 308.1, 308, 302.3, 302.4, 302.9, and 302.2.

D. Moderate Infraction: In addition to items specified elsewhere in this article, moderate infractions shall include violations of IPMC sections 404.4.1, 504.1, 302.5, 309, 402.2, 402.3, 605.3, 605.2, 402.1, 403.1, 302.6, 605.2, 505.1, 506.2, 403.5, 505.4, 403.2, 304.4, 304.5, 304.6, 304.7, 304.9, 302.7, 303.2, and 303.1.

E. Major Infraction: In addition to items specified elsewhere in this article, major infractions shall include violations of IPMC sections 504.3, 603.1, 604.1, 604.3, 702.4, 702.3, 702.4, 704, 603.1.2, 602.3 and 602.5 (October 1 through April 15), and 304.10.

SEC. 4-41. LICENSE REQUIRED. All rentals, both short- and long-term, shall require a license issued by the City in order to operate. It shall be unlawful for any person, firm, partnership, corporation, or other legal entity to operate, maintain, or offer for rent within the City a residential property without first obtaining such a license. Licenses cannot be transferred from one property to another nor from one property owner to another. A license renewal shall also be required on an annual basis and shall include any necessary updated information. Compliance with all other applicable local, State, and Federal law shall be required.

SEC. 4-42. LICENSE EXEMPTION. No personal or professional relationship between a property owner and a tenant shall exempt the subject property from

license and registration. The amount of rent paid by a tenant to a property owner shall have no bearing on the requirement that a property be licensed and registered. Rent-to-own or lease purchase properties, however, shall not require a rental license provided that the relevant agreement between parties establishes the purchaser's equitable interest in such property and said agreement is recorded with the County Recorder's Office.

SEC. 4-43. LICENSE APPLICATION. Each applicant for a license or license renewal shall provide their full name, mailing address, electronic mailing address, phone number, and proof of ownership. In the case of a limited liability company (LLC) or similar legal entity, all registered agents shall be identified as well as the registered office in addition to the above described contact information. Each applicant shall also be required to identify a property manager who will be responsible for the regular maintenance of the property. Such a person must reside or maintain an office within fifty (50) miles of the City measured from the municipal boundary. An owner who meets the requirements of this section as to location of residence or office may designate themselves as manager.

SEC. 4-44. INSPECTIONS. An initial inspection shall be required prior to the issuance of a license. The City shall determine if the rental property complies with all applicable municipal codes including the most recently adopted version of the International Property Maintenance Code (IPMC). If determined to comply, a license shall be issued for the respective property. Licensed properties shall be inspected for ongoing compliance every five (5) years at a minimum, but may be inspected more frequently at the City's discretion following complaints or when property maintenance violations are observed or suspected.

SEC. 4-45. INSPECTION ACCESS. All rental properties licensed under this article shall be subject to inspection by the City upon reasonable notice to the property owner or their designee. The property owner and/or their property manager shall be present in person for all inspections having been given reasonable notice. Failure to be present shall constitute missing an inspection. Missing an inspection three or more times in a twelve-month period may be used by the Building Official as justification for license revocation. If any property owner, manager, tenant, occupant, or other person in control of the rental unit fails or refuses to consent to free access and entry to the property by the City, the City may apply to the circuit court for an appropriate order authorizing such access. Refusal by a property owner or their designee to provide access to a property may be used by the Building Official as justification for license revocation.

SEC. 4-46. LICENSE DISPLAYED. A copy of the rental license for a property must be on conspicuous display at the property for which it was issued. The license may be displayed within a unit or, in the case of multi-unit buildings, in a common area where all tenants and visitors to the property can reasonably see it. Failure to display the license shall be considered a minor infraction. Every

month that there is a failure to display a license shall be considered a separate infraction. If a license is not on display for twelve or more months, the Building Official may use this as justification for license revocation.

SEC. 4-47. PENALTY FOR VIOLATION. See section 10-107.11 "Schedule of Penalties for Ordinance Violations" of this Code.

SEC. 4-48. LICENSE SUSPENSION. When the City becomes aware of code violations at a property, the property owner and/or their property manager shall be issued a notice of violation. A copy of said notice shall be posted on the entrance door to the dwelling unit or at the main common entrance in the case of a multi-unit dwelling. If the subject property is not brought into compliance within the time allotted by the citation, the Building Official may order that the property owner's rental license be suspended. Suspension of a license shall be considered a major infraction. Every month that a license remains suspended shall be considered a separate infraction. If a license is suspended for twelve or more months, the Building Official may use this as justification for license revocation.

SEC. 4-49. LICENSE REVOCATION AND RENT ABATEMENT. The Building Official may revoke a rental license and order the abatement of rents. The process for revocation and appeal is as follows.

- A. A decision to revoke a rental license shall be made based upon a holistic evaluation of the severity of citations, the history of citations at the subject property, the subject license having been suspended for twelve or more months, and the history of citations issued at other properties owned by the same property owner. Failure to pull permits and have work inspected in the course of renovating or maintaining a property may also be considered.
- B. The property owner may appeal the revocation to the Inspections Commission by submitting the appeal in writing within fifteen (15) days of the license revocation. If an appeal is so submitted, the revocation shall be temporarily stayed. The Inspections Commission shall hold a hearing at their next regularly scheduled meeting to consider the appeal. The Commission shall consider any ongoing enforcement actions being taken by the City regarding the subject rental property, the severity of the code violations that have been cited, and the overall history of both the subject rental property and property owner in their capacity as a landlord in the course of their deliberations. The Commission shall hear from both staff and the property owner or their designee at the hearing before voting whether or not to grant the appeal.
- C. A decision made by the Commission may be appealed by the property owner to the City Council in writing within fifteen (15) days of the Commission's decision. The Council shall hold a hearing at their next regularly scheduled meeting to consider the appeal. The Council shall make the final administrative decision.

- D. Once revoked, the subject property shall be ineligible to receive a new rental license for as long as violations exist. An application for a new license may be accepted only after all such violations are resolved.
- E. A notice stating that the property's rental license has been revoked and rents are thereby abated shall be posted on the entrance door to the dwelling unit or at the main common entrance in the case of a multi-unit dwelling. Said notice shall advise tenants that the dwelling unit is not in compliance with local codes and cannot be legally offered for rent.
- F. Nothing in this section shall supersede other articles that empower the City to take more immediate action to protect public safety or when life-threatening conditions exist. The respective enforcement procedures and associated timelines for compliance pertaining to other codes adopted by the City shall also not be superseded by this article.

SEC. 4-50. FEES. Property owners shall pay the following license and inspections fees for both short- and long-term rental units. Short-term rentals may additionally be subject to hotel-motel taxes and fees.

License or Inspection	Fee
Application Fee for First Dwelling Unit	\$100
Application Fee Per Additional Dwelling Unit	\$15
Late Application or Late Renewal Fee	\$50
Missed Inspection or Re-Inspection Fee	\$50
Re-Inspection for Minor Infraction	\$100
Re-Inspection for Moderate Infraction	\$150
Re-Inspection for Major Infraction	\$200

SEC. 4-51. SEVERABILITY. If any section, subsection, paragraph, sentence, clause, or word of this article shall be held invalid, either on its face or as applies, the invalidity of such provision shall not affect the other sections, subsections, paragraphs, sentences, clauses or words of this article, and the application thereof; and to that end the sections, subsections, paragraphs, sentences, clauses, and words of this article shall be deemed severable.

SEC. 4-52. OTHER REMEDIES. Nothing in this article shall prevent the City from acting under any applicable City Code or ordinance for any violation thereof or limit the right or authority of the City to perform inspections based on a tenant complaint or to seek injunctive relief or other appropriate legal remedy for any violation of such Code or ordinance.

ARTICLE VII. FORECLOSED, VACANT, & ABANDONED PROPERTIES

SEC. 4-53. PURPOSE. It is the purpose and intent of the City to establish a process to address the deterioration, crime, and decline in value of City neighborhoods caused by property with foreclosing or foreclosed mortgages

located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Council's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in foreclosure or foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property owners.

SEC. 4-54. DEFINITIONS. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- A. Abandoned Building shall mean any building or part of a building which has deteriorated to become a dangerous building, unsecured and open to trespass. Such a building cannot be lawfully occupied and must be declared vacant, and therefore it is a registrable property per this article. Such a building also constitutes a public nuisance.
- B. Boarded Building shall mean a building that has had, in a manner intended to be temporary or permanent, any or all of its openings covered by some material for the purpose of securing or preventing access or damage to the building or its components, whether such material is opaque, solid or transparent, and whether such material is affixed to the interior or exterior of the building. For the purpose of this definition, such openings shall include any doors, windows or other openings that exist for the purpose of providing light, ventilation, ingress and egress to the building or other access to a part or portion of the building.
- C. Code Official shall mean the Building Official or their designee. All references to the code official in this article shall be understood as such.
- D. Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.
- E. Enforcement Officer shall mean any code official, law enforcement officer, building official, zoning inspector, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).
- F. Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy;

the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

- G. Foreclosure or Foreclosure Action shall mean the legal process by which a mortgagee, or other lien holder, terminates or attempts to terminate a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. The legal process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.
- H. Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the real property, excluding governmental entities.
- I. Owner shall mean every person, entity, or mortgagee, who alone or severally with others, has legal or equitable title to any real property as defined by this article; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The property manager shall not be considered the owner.
- J. Public Nuisance shall include but not be limited to the following:
 - 1. Any physical condition or use of any premises that is regarded as a public nuisance at common law, under the Illinois Compiled Statutes, or under this Code; or
 - 2. Any physical condition, use or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, swimming pools, and unsafe fences or structures; or
 - 3. Any building that has unsanitary sewerage or plumbing facilities; or
 - 4. Any building designated by the Building Official as unsafe for human habitation or use; or
 - 5. Any building that constitutes a fire hazard, or is unsafe or unsecure to a degree that endangers life, limb or property; or
 - 6. Any premises that is unsanitary, or which is littered with rubbish or garbage, or which has an uncontrolled growth of weeds; or
 - 7. Any building that is in a state of dilapidation, deterioration or decay; improperly constructed; unsecured; vacant and boarded; damaged by fire to the extent that it no longer provides shelter; in danger of collapse or structural failure; or danger to anyone on or near the premises; or

8. Any premises that contains evidence of unlawful activity to a degree that such activity may endanger, threaten or otherwise negatively impact the users and value of adjacent premises; or
 9. Any building deemed to be a dangerous building under this section or by a similar definition elsewhere within this Code.
 10. Any building deemed to be abandoned.
- K. Property Manager shall mean any party designated by the owner as responsible for inspecting, maintaining and securing the property as required in this article.
- L. Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.
- M. Registrable Property shall mean:
1. Any real property located in the City, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing foreclosure action by the mortgagee or trustee, has been the subject of a foreclosure action by a mortgagee or trustee and a judgement has been entered, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the foreclosure action has been dismissed; or
 2. Any property that is vacant for more than thirty (30) days or any cancellation of utility or service, whichever occurs first.
 3. Any property that is declared to be abandoned and/or a public nuisance.
- N. Registry shall mean a web-based electronic database of searchable real property records, used by the City to allow mortgagees and owners the opportunity to register properties and pay applicable fees as required in this article.
- O. Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.
- P. Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.
- Q. Vacant shall mean any building or structure, that is not lawfully occupied or inhabited by human beings as evidenced by the conditions set forth

below, including buildings ordered vacated by the Building Official pursuant to authority granted by this or any other applicable code. In determining whether a building is "vacant", the Building Official may consider any condition on its own, or combined with other conditions present, that would lead a reasonable person to believe the property is vacant. Such conditions may include, but are not limited to:

1. The building is unsecured or secured by boarding or other similar means for more than thirty (30) days;
2. The building is unoccupied as a result of having been declared unsafe for occupancy by the Building Official pursuant to applicable provisions of this code;
3. The building is deemed a dangerous building;
4. The building is deemed a public nuisance;
5. The building lacks utility services, i.e., water, sewer, electric or natural gas.
6. Overgrown and/or dead vegetation;
7. Accumulation of trash, junk, or debris;
8. Abandoned vehicles, auto parts, or materials;
9. The absence of furnishings and/or personal items consistent with habitation or occupancy;
10. The accumulation of newspapers, circulars, flyers and/or mail;
11. Statements by neighbors, passers-by, delivery agents or government agents;
12. The building is not actively for rent or for sale.

R. Non-Vacant. The following shall not be considered a "vacant building" for purposes of this ordinance:

1. An unoccupied building, which is undergoing construction, renovation, or rehabilitation, and which is in compliance with all applicable ordinances, codes, legislation, and regulations, and for which construction, renovation or rehabilitation is proceeding diligently to completion;
2. A building which is unoccupied on a seasonal basis, but otherwise secure and which is in compliance with all applicable ordinances, codes, legislation, and regulations.
3. A building which is the subject of a probate action, action to quiet title, or other ownership dispute and is otherwise secure and which is in compliance with all applicable ordinances, codes, legislation, and regulations.

SEC. 4-55. REGISTRATION REQUIRED. All foreclosed, vacant, and abandoned property shall require registration with the City. A property owner shall have fifteen (15) days to register their property once notified that their property has been determined registerable. It shall be unlawful for any person, firm, partnership, corporation, or other legal entity to own such a property without registering it. Registration shall be required every six (6) months and shall

include any necessary updated information. Compliance with all other applicable local, State, and Federal law shall be required.

SEC. 4-56. REGISTRATION EXEMPTION. Commercial and industrial properties, even when actively listed for sale with a licensed real estate broker on multiple listing services and otherwise secure and in compliance with all applicable ordinances, codes, legislation, and regulations, shall be considered registrable properties. Residential properties, when actively listed for sale or for rent in the same manner, shall not be considered registrable properties so long as they are secure and in compliance with all applicable ordinances, codes, legislation, and regulations.

SEC. 4-57. REGISTRATION APPLICATION. Each applicant for registration or registration renewal shall provide their full name, mailing address, electronic mailing address, phone number, and proof of ownership. In the case of a limited liability company (LLC) or similar legal entity, all registered agents shall be identified as well as the registered office in addition to the above described contact information. Each applicant shall also be required to identify a property manager who will be responsible for the regular maintenance of the property. Such a person must reside or maintain an office within fifty (50) miles of the City measured from the municipal boundary. An owner who meets the requirements of this section as to location of residence or office may designate themselves as manager. At the time of registration, the owner shall submit a vacant building plan. The Building Official may prescribe a form for the plan. If the owner fails to submit the plan as provided for by this article, the Building Official may determine the plan. The plan shall include at a minimum provision to address the following:

- A. A plan of action to repair any doors, windows, or other openings which are boarded up or otherwise secured or covered by any means other than conventional methods used in the design of the building or permitted for new construction or similar type. The proposed repair shall result in openings secured by conventional methods used in the design of the building or by methods permitted for new construction of similar type with board removed. Boarding shall be accomplished with materials and methods described by the Building Official. The owner shall maintain the building in an enclosed and secure state until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the Building Official may waive the requirement of an enclosure.
- B. For buildings and/or premises, which are determined by the Building Official as being or containing public nuisances, as defined in this ordinance, then the vacant building plan shall contain future actions to remedy such public nuisance(s).
- C. A time schedule identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and nuisance identified by the Building Official.

- D. When the owner proposes to demolish the vacant building, then the owner shall submit a plan and time schedule for such demolition. The owner shall ensure all necessary permits and approvals are obtained prior to commencing demolition.
- E. A plan of action to maintain the building and thereof in conformance with this ordinance.
- F. A plan of action, with a time schedule, identifying the date the building will be habitable and occupied or offered for occupancy or sale. The time schedule shall include date(s) of commencement and completion of all actions required to achieve habitability.

SEC. 4-58. APPEAL. An owner of a building determined by the Building Official to be a vacant building may appeal that determination to the Inspections Commission. The appeal shall be in writing and shall be filed with the Building Official within fifteen (15) days of the date of mailing of the notice of determination. The filing of an appeal stays the owner's obligation to register the building as required by this article. The appeal shall contain a complete statement of the reasons the owner disputes the Building Official's determination and shall set forth specific facts support thereof as well as all evidence the owner relies upon to support the appeal. The burden is upon the owner to present sufficient evidence to persuade the Commission that it is more likely than not that the building is not vacant. The Inspections Commission shall hold a hearing at their next regularly scheduled meeting to consider the appeal. The Commission shall hear from both staff and the property owner or their designee at the hearing before voting whether or not to grant the appeal. A decision made by the Commission shall be the final administrative decision.

SEC. 4-59. REGISTRATION NO LONGER REQUIRED. The owner of a property subject to registration shall continue to register the property until such time as a written request to remove the property from registration requirements is approved by the Building Official. Said request shall be made in writing on a form provided by the Building Official, include the required inspection fee, and provide at a minimum the name and contact information for a person that will provide access to the interior of the property for an inspection. The Building Official, upon receipt of a request made pursuant to this section, shall inspect the property to determine if registration remains necessary for the property. Within thirty (30) days from the inspection of the property, the Building Official shall make a determination as to the necessity of registration of the property and notify the owner in writing. Should the Building Official determine that registration remains required, the owner shall continue semi-annual registration. An owner can file a new request under this section after making any necessary corrections and paying the required inspection fee at any time. A determination that a building remains subject to registration may be appealed as described above in this article. Upon determination by the Building Official that the property is no longer required to be registered, the property shall be removed from the registry and no longer subject to the registration requirements as set forth in this ordinance.

SEC. 4-60. VACANT BUILDING DETERMINATION.

- A. The Building Official shall evaluate all buildings in the city that the official believes to be unoccupied. The Building Official shall decide for each as to whether the building is a vacant building within the meaning of this ordinance.
- B. In order to conduct this evaluation, the Building Official is authorized to enter upon all premises and any unsecured structures.
- C. The Building Official may determine that a building, which meets any of the criteria that define a vacant building, shall not be regulated under this section for a defined period of time. The Building Official may reach this determination upon consideration of evidence that the circumstances, which give rise to the building being eligible for regulation hereunder, are clearly temporary in nature and are in the process of being addressed and regulation of the building under this article would not serve the public health, welfare, and safety. The Building Official shall make written findings with the factual basis for this determination.
- D. For all vacant buildings so determined by the Building Official, the city shall send notice of the determination with supporting factual findings to the name and address of the last taxpayer of record for such parcel listed on the most recent tax roll. Said notice of determination shall be sent first class United States mail. Failure of mail delivery shall not excuse a person from complying with this article. The Building Official may also personally serve or cause personal service of the notice of determination. Any person making such service shall execute an affidavit attesting to the facts of service. The Building Official shall maintain an affidavit of such mailing or personal service for each notice of determination sent.
- E. The Building Official shall cause an interior inspection of all vacant buildings to determine compliance with city property maintenance, building, zoning, health, fire, life safety, water, sewer and other codes. Said inspection shall also determine the existence of any unlawful improvements to the property and any portions of the building, including attic and basement areas that appear to have been unlawfully occupied.
- F. The notice of determination described in subsection (c) and (d) above shall set a tentative date and time for the code compliance inspection of the interior of the vacant building in subsection (e). If after receipt of the notice of determination, the owner does not appeal the determination, the owner shall either confirm the tentative date for the interior inspection or shall schedule a new date and time for same. If the owner fails to confirm the tentative date and time for the inspection or refuses to schedule or permit the inspection within a reasonable time, the city shall obtain an administrative search warrant to accomplish the interior inspection.
- G. The notice of determination described in subsection (c) and (d) above shall also contain:
 - 1. A statement of the obligations of the owner of a building determined to be a vacant building;

2. Information about how to register the vacant building pursuant to this section, and;
3. A notice of the owner's right to appeal the Building Official's determination.

SEC. 4-61. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE.

- A. Any Mortgagee who holds a mortgage on real property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a foreclosure action.
- B. Property inspected pursuant to subsection (a) above that remains in foreclosure shall be inspected every thirty (30) days by the mortgagee or mortgagee's designee. If an inspection shows a change in the property's occupancy status the mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- C. Within ten (10) days of the date any mortgagee files a foreclosure action, the mortgagee shall register the real property with the City Registry, and, at the time of registration, indicate whether the property is vacant, and if so shall designate in writing a property manager to inspect, maintain, and secure the real property subject to the mortgage under a foreclosure action.
- D. Initial registration pursuant to this section shall contain at a minimum the name of the mortgagee, the mailing address of the mortgagee, e-mail address, telephone number and name of the property manager and said person's address, e-mail address, and telephone number. It shall also contain a brief explanation of the owner's intent for the property. The property manager shall be located within a fifty (50) mile radius of the City or Rock Island so that they are able to respond to a property in person within one day of notice to do so.
- E. At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of three hundred dollars (\$300.00) for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount of three hundred dollars (\$300.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to defaulted properties, (3) post-closing counseling and foreclosure intervention limited to owner-occupied persons in default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this article.
- F. If the mortgage and/or servicing on a registrable property is sold or transferred, the new mortgagee is subject to all the terms of this article. Within ten (10) days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees,

finances, and penalties accrued during that mortgagee's involvement with the registrable property.

- G. If the mortgagee sells or transfers the registrable property to a related entity or person, the new owner or transferee is subject to all the terms of this article. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the foreclosed property.
- H. If the foreclosing or foreclosed property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to five percent (5%) of the semi-annual registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- I. This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure or by any other legal means.
- J. Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains registrable property.
- K. Failure of the mortgagee and/or property owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this article is a violation of this article and shall be subject to enforcement by any of the enforcement means available to the City.
- L. If any property is in violation of this article the City may take the necessary action to ensure compliance with and/or place a lien on the subject property for the cost of the outstanding obligation and/or charge the applicable fees/fines, as well as any additional cost incurred by the City in the course of seeking compliance, to the subject property's utility (water/refuse) account.

SEC. 4-62 INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE.

- A. Any owner of vacant property located within the City shall within ten (10) days after the property becomes vacant, register the real property with the City Registry.
- B. Initial registration pursuant to this section shall contain at a minimum the name of the owner, the mailing address of the owner, e-mail address, and telephone number of the owner, and if applicable, the name and telephone

number of the property manager and said person's address, e-mail address, and telephone number.

- C. At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of three hundred dollars (\$300.00) for each vacant property. Subsequent non-refundable semi-annual renewal registrations of vacant properties and fees in the amount of three hundred dollars (\$300.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this article. Said fees shall be deposited to a special account in the City's Department dedicated to the cost of implementation and enforcement of this article, and fulfilling the purpose and intent of this article.
- D. If the property is sold or transferred, the new owner is subject to all the terms of this article. Within ten (10) days of the transfer, the new owner shall register the vacant property or update the existing registration. The previous owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that owner's involvement with the vacant property.
- E. If the vacant property is not registered, or either the registration fee or the semi-annual registration fee is not paid within thirty (30) days of when the registration or annual registration is required pursuant to this section, a late fee shall be equivalent to five percent (5%) of the semi-annual registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent owners of the vacant property.
- F. Properties subject to this section shall remain subject to the annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is vacant.
- G. Failure of the owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this article and shall be subject to enforcement by any of the enforcement means available to the City.
- H. If any property is in violation of this article the City may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- I. Properties registered as a result of this section are not required to be registered again pursuant to the foreclosure mortgage property section.

SEC. 4-63. MAINTENANCE REQUIREMENTS:

- A. Properties subject to this ordinance shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those

required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is neglected.

- B. Registrable property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- C. Front, side, and rear yards, including landscaping, of registrable property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- D. Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- E. Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- F. Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- G. Failure of the mortgagee, owner, and transferees to properly maintain the property as required by this article may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the City. Pursuant to a finding and determination by the enforcement officer or a court of competent jurisdiction, the City may take the necessary action to ensure compliance with this section.
- H. In addition to the above, the property is required to be maintained in accordance with all other applicable code(s) of the City.

SEC. 4-64. SECURITY REQUIREMENTS:

- A. Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- B. A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- C. If a property is registrable, and the property has become vacant or blighted, a property manager shall be designated by the mortgagee and/or owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the property manager must perform regular inspections to verify compliance with the requirements of this article, and any other applicable laws.

- D. In addition to the above, the property is required to be secured in accordance with all other applicable code(s) of the City.
- E. Failure of the mortgagee and/or property owner of record to properly inspect and secure a property subject to this article is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof. Such necessary action shall include but not be limited to entering the premises, boarding the building, and demolishing the building in whole or in part.

SEC. 4-65. PROPERTIES DECLARED ABANDONED OR A PUBLIC NUISANCE.

- A. All registrable property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City.
- B. No unauthorized person shall remove, tamper with, or otherwise alter any conventional or unconventional barrier which are used to secure a building from trespass and damage from the elements.
- C. No person shall occupy or permit to be occupied any boarded or abandoned building when it is not in reasonable compliance with the provisions of the housing code and a certificate of compliance/occupancy issued.
- D. No person shall enter any unoccupied building without permission in writing from the Building Official; however, entry may be made by the owner or the owner's authorized representative and entry may be made by the Building Official with the consent of the owner or through any remedy provided by law to secure entry.
- E. The Building Official may enter upon the exterior of the premises for the purposes of determining whether an unoccupied building is secure, vacant, boarded, or abandoned.
- F. Entry may be made to repair, demolish, or remove such a building under permit.
- G. Entry may be made by employees of or contractors for the City for the purposes of removing trash and debris, weed and brush, and for the installation, removal, and reading of utility meters under the authority granted by ordinances covering those functions.

SEC. 4-66. NOTICES AND ORDERS FOR AN ABANDONED BUILDING OR PUBLIC NUISANCE.

- A. Commencement of Proceedings: Whenever the Building Official has inspected or caused to be inspected any building and has found and determined that the building is a public nuisance, unsecured, and/or abandoned, they shall commence proceedings to cause the building to be secured.

- B. Notice and Order: The Building Official shall issue a notice and order directed to the owner of the building. The notice and order shall contain:
1. The street address and a legal description sufficient for identification of the premises upon which the building is located.
 2. A statement that the Building Official has found the building to be a public nuisance, unsecured, and/or abandoned.
 3. A statement of the action required to be taken as determined by the Building Official. If the Building Official has determined that the building must be secured, the order shall require that the work be commenced immediately and completed within such time not to exceed ten (10) days from the date of the notice and order. If the Building Official has determined that an interior inspection must be conducted in the building, the order shall require such inspection and state a date and time for said inspection to take place.
 4. A statement advising that the building, whether abandoned or boarded, must remain unoccupied and shall be posted until such time as inspections are completed and reasonable compliance with the Housing Code substantiated and a certificate of occupancy issued.
 5. Statements advising that the building if open and unsecure or boarded, shall have no active utilities and that those utilities shall be discontinued as soon as practical after the order has become final and that the responsibility to protect the plumbing from freezing shall be the owner(s).
 6. Statements advising: That service by certified mail, postage prepaid, return receipt requested and regular delivery, shall be complete upon mailing; that the order shall become final at ten o'clock (10:00) A.M. on the tenth day from the date of the notice and order and that legal action or other action as the Building Official shall determine necessary to secure the building shall be commenced; that failure to complete any required action within the time frame specified may result in such required action to be completed at the owner's expense, a bill presented for such services and payment for said services to secure shall be made within thirty (30) days after billing for such services; and that any bill for such services if delinquent shall become a lien thereof and be charged against the property and judgment may also be sought.
- C. Service of Notice and Order: The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner or posted on the property as specified in the Abatement of Dangerous Buildings Code.

SEC. 4-67. FAILURE TO SECURE OR ABATE AN ABANDONED BUILDING OR A PUBLIC NUISANCE. Whenever the required abatement or securing is not commenced by the date of any final notice and order issued under this article, the Building Official may make necessary arrangements for authorization to bring

such building or structure into compliance with the regulations in this article and upon completion bill all identified owner(s) for costs incurred. These costs shall reflect materials and labor at a rate to be determined by the Building Official, who may also file any such required action through the Abatement of Dangerous Buildings Code to cause the repair or demolition of the building and any materials, rubble or debris removed and the lot cleaned. The cost thereof shall be paid and recovered in the manner provided in the Abatement of Dangerous Buildings Code adopted by the City.

SEC. 4-68. AUTHORITY TO ABATE AN ABANDONED BUILDING OR A PUBLIC NUISANCE.

- A. If the enforcement officer has reason to believe that a property subject to the provisions of this article is posing a serious threat to the public health, safety, and welfare, the Code Enforcement Officer may temporarily secure the property at the expense of the mortgagee or owner, and may bring the violations before the Building Official as soon as possible to address the conditions of the property. Nothing herein shall limit the City from abating any nuisance or unsafe condition by any other legal means available to it.
- B. The Enforcement Officer shall have the authority to require the mortgagee or owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- C. If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Enforcement Officer may direct the City to abate the violations and charge the mortgagee or owner with the cost of the abatement.
- D. If the mortgagee or owner does not reimburse the City for the cost of temporarily securing the property, or of any abatement directed by Enforcement Officer, within thirty (30) days of the City sending the mortgagee or owner the invoice then the City may place a lien on the subject property for the cost of the outstanding obligation and/or charge the applicable fees/fines, as well as any additional cost incurred by the City in the course of seeking compliance, to the subject property's utility (water/sewer) account. In addition to filing a lien the City may pursue financial penalties against the mortgagee or owner.
- E. The City may contract with an entity to implement this article, and, if so, any reference to the Enforcement Officer herein shall include the entity the City contract with for that purpose.

SEC. 4-69. METHODS OF SECURING AN ABANDONED BUILDING OR A PUBLIC NUISANCE.

- A. Securing: All windows and doors which are accessible from the grade, porches, decks or exterior stairways and which allow the elements and weather to enter shall be secured. At the option of the owner, an

abandoned building or structure may be secured through the repair and/or replacement of the conventional equipment used for such purposes in the design of the building. Other methods of securing a building or structure will be subject to the approval of the Building Official and will be in accordance with standards on file in the Inspection Division office. Once a building or structure is secured following a notice and order directing such action, the building or structure shall not be reoccupied without a certificate of compliance/occupancy issued. If keys or working locks cannot be located, the building shall be secured at one door only with a padlock and hasp. The owner may obtain a key upon presentation of proper identification to the Building Official during normal office hours. Costs incurred for lock and hasp shall be recovered as specified in this Ordinance.

- B. Utilities Discontinued: Whenever any building or structure is abandoned or boarded, the active utilities of gas and electricity shall be discontinued, the water meter shall be removed and pipes drained and protected from freezing. Should a City-authorized contractor or department be requested to perform any required action because of failure to comply with any required action on the part of the owner, such action will be completed at the owner's expense and risk. The City will do no more toward the winterization of a building which it boards than to remove the water meter and open interior plumbing shutoff valves to allow natural draining of pipes. "Damages from freezing" is not warranted.

SEC. 4-70. RECOVERY OF COSTS INCURRED BY THE CITY. Any costs incurred by the City and billed to the owner(s) of the property identified in a notice and order shall be due and payable without extension within thirty (30) days of the issuance of such billing. Nonpayment of any such demand for payment shall become a lien thereof and be charged against the property.

SEC. 4-71. REFUSAL OF APPLICATION FOR BUILDING PERMITS. The Building Official may refuse application for building permits for the repair or demolition of a building or structure when any liens for unpaid charges for work accomplished by the City in the performance of the requirements of this article are yet unpaid. A building permit may be issued when all requirements for said permit are met and proof of payment of liens filed under this article are presented.

SEC. 4-72. OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY. Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this article shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

SEC. 4-73. IMMUNITY OF ENFORCEMENT OFFICER. Any Enforcement Officer or any person authorized by the City to enforce the sections here within shall be

immune from prosecution, civil or criminal, for reasonable, good faith entry upon real property while in the discharge of duties imposed by this article.

SEC. 4-74. PENALTIES. Except insofar as other sections of this ordinance may conflict, any person, firm, or corporation violating any of the provisions of this ordinance shall be subject to a fine of not more than seven hundred and fifty (\$750.00). Each day a violation continues shall be considered a separate offense.

ARTICLE VIII. NUISANCE PROPERTIES

SEC. 7-75. GENERAL CONDITIONS. It shall be unlawful for any person to deposit any refuse upon any street, alley, lane or public or private property in the City. It shall be the responsibility of the owner of record to keep the property in compliance with this article.

SEC. 7-76. NUISANCES.

- A. Nuisances at Common Law: To cause any of those acts or omissions that are declared to be nuisances by the state and such as are known as nuisances to the common law of the land, not hereinafter specially enumerated.
- B. Premises to Be Kept Clean: To keep or suffer to be kept within the city limits in a foul, offensive, nauseous, or filthy condition any building, lot, yard, premises or junkyard.
- C. Junk: To keep or suffer to be kept within the city limits in a foul, offensive, nauseous, filthy, dilapidated or unsafe condition any vehicle, machinery, appliance or household item.
- D. Furniture: For the owner or keeper of any lot or premises to suffer to remain thereon, to the annoyance and detriment of other persons outside the buildings located on the premises, any furniture not designed for outdoor use.
- E. Garbage and Rubbish Storage and Pick Up Areas: It shall be the responsibility of the owner of record to keep the garbage and rubbish storage and pick-up areas on public rights of way (defined in chapter 13 of this code) free from garbage and rubbish on the ground.
- F. Refuse Disposal: For the owner and/or tenant of any lot or premises to place or allow to be placed any refuse container, yard waste or brush at the street, curb or alley on the public right-of-way pick up site earlier than twelve o'clock (12:00) noon the day before pick up or to allow any refuse containers to remain at the pick-up site no later than twelve o'clock (12:00) noon the day after pick up.
- G. Brush: For the owner and/or tenant of any lot or premises to allow brush or brush in piles to remain on the property longer than thirty (30) days of breaking or cutting.
- H. Animals: For the owner or keeper of any lot or premises to allow animal wastes to accumulate to a point where odors are present at the property

line or the presence of insects creates a health hazard for surrounding properties. Animal wastes shall be handled as garbage.

- I. Unburied Animals: For the owner or possessor of an animal which may die within the city to leave the same unburied less than twenty-four inches (24") below ground or properly dispose of the carcass therein for more than eight (8) hours after its death, or for any person to bring and leave the carcass of any such animal within the city. In case the animal is not removed within the eight (8) hour period after notification, the inspection division shall cause the removal of said animal and certify the cost of such removal as a lien against the property. Notification shall consist of a posting on the premises.
- J. Slaughter of Animals: To kill or slaughter any animals within the city limits, to the injury, discomfort or annoyance of any inhabitants of the neighborhood.
- K. Animal and Vermin Harborage: For the owner and/or tenant of any residential lot or premises to allow any material such as lumber, boxes, barrels, scrap iron, construction material or any other materials which would provide harborage for rats, mice, snakes or other vermin. Firewood must be neatly stacked and elevated a minimum of four inches (4") above the ground.
- L. Vector Control: For the owner and/or tenant of any lot or residence to permit water to stand in containers of any kind unless mosquito controls have been taken or allow animal or vermin harborages under any garage, shed, porch, residential structure or other buildings on the premises without taking necessary measures to destroy or capture the animals or vermin. Poisons may not be used unless placed in areas not readily accessible to persons or domesticated animals. For single user nonowner occupied lots or premises, the owner and/or occupant shall be responsible for the extermination of any rodents, vermin or other pests of public health significance therein on the premises. In multi-tenant lots or premises, the owner and/or tenant is responsible for extermination of such pests.
- M. Offensive Matter in River: For the owner and/or tenant of any lot or property to allow or suffer to allow any blood, bone, offal, and any other offensive matter to run, fall, or get into any storm drain, drainage ditch or other watercourse which leads into the Mississippi River.

SEC. 7-77. PENALTIES FOR NUISANCE VIOLATIONS. Any person violating the provisions of this article shall be subject to the following penalties.

- A. Upon detection of a nuisance violation, the respective property owner shall be issued a courtesy notice directing them to abate the violation within seven (7) days of the date of the courtesy notice. No fine shall accompany the courtesy notice.
- B. If the property owner fails to abate the nuisance within seven (7) days of the courtesy notice, the City shall be empowered to abate the nuisance. The Building Official and the Public Works Director, or their respective designees, shall direct the abatement by either City staff or a contractor.

The costs incurred by the City to abate the nuisance shall be charged to the property owner on their municipal utility bill, in the form of a lien on the property, or in any other manner consistent with the Code of Ordinances. Further, the City Attorney is authorized and directed to initiate litigation in court to recover costs incurred. The cost of abatement will be accompanied by a fine of one hundred dollars (\$100.00) or ten percent (10%) of the cost of abatement, whichever amount is greater.

- C. A property owner who has been cited and had a nuisance abated on their property by the City three (3) or more times in a one (1) year period shall be considered a habitual violator. Habitual violators shall receive notice that they are so considered and said notice shall inform them that all subsequent violations shall result in immediate abatement by the City without additional courtesy notices. The costs incurred by the City to abate the nuisance and the associated fine shall be charged to the property owner in the same manner as above. Designation as a habitual violator may be discontinued when the property owner in question has not been cited for a minimum of one (1) year.
- D. Property owners may appeal a nuisance citation to the Municipal Code Enforcement Service (MUNICES). Said appeal must be in writing and explain how there is not a nuisance violation present using photographic evidence. The appeal must be delivered to the Building Official prior to the end of the seven (7) day period following the issuance of the courtesy notice. Appeals received late shall not be considered. The Building Official shall ensure that the appeal is heard at the next regularly scheduled MUNICES hearing. At said hearing, the Building Official or their designee shall present evidence that a nuisance violation is present. The property owner or their designee shall present evidence to the contrary. Should the presiding Code Hearing Officer decide that a nuisance does exist, the City may proceed with abatement immediately. Should the presiding Officer decide that no violation is present or that the violation is less severe, they may dismiss the citation in whole or in part. The respective parties shall retain, however, the right to take civil action in local court.

ARTICLE IX. DANGEROUS PROPERTIES

SEC. 4-78. AUTHORITY GRANTED BY THE STATE OF ILLINOIS. The City has the authority per 65 ILCS 5/11-31-1 to demolish, repair, or enclose dangerous, unsafe, uncompleted, and abandoned buildings. It may also remove garbage, debris, and other hazardous, noxious, or unhealthy substances or materials from those buildings.

SEC. 4-79. IDENTIFICATION OF DANGEROUS PROPERTIES. It shall be the responsibility of the Building Official to determine what properties are dangerous for the purposes of this article. Any building or structure which has one or more of the following conditions shall be deemed to be a dangerous property provided that such conditions threaten the health and safety of the public.

- A. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
- B. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
- C. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one-and-a-half (1.5) times the working stress or stresses allowed in the building code for new buildings of similar structure, purpose or location.
- D. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location.
- E. Whenever any portion or member or appurtenance thereof is likely to fail or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
- F. Whenever any portion of the building or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half that specified in the building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the building code for such buildings.
- G. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
- H. Whenever the building or structure, or any portion thereof, because of faulty construction; dilapidation, deterioration or decay; the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse.
- I. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.
- J. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.
- K. Whenever the building or structure, exclusive of foundation, shows thirty-three (33) percent or more damage or deterioration of its supporting member(s), or fifty (50) percent damage or deterioration of its non-supporting members, enclosing or outside walls or coverings.
- L. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to

become an attractive nuisance to children; a harbor for vagrants, criminals or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

- M. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this city, as specified in the building code or housing code, or of any law or ordinance of this state or city relating to the condition, location or structure of buildings.
- N. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has any non-supporting part, member or portion less than fifty (50) percent, or in any supporting part, member or portion less than sixty-six (66) percent of the strength, fire-resisting qualities or characteristics, or weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.
- O. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the city's public health sanitarian to be unsanitary, unfit for human habitation, or in such a condition that it is likely to cause sickness or disease.
- P. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire chief or his representative to be a fire hazard.
- Q. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.
- R. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six (6) months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

SEC 4-80. ABATEMENT PROCEDURES. When a dangerous property has been identified, the Building Official may initiate the abatement process provided for in 65 ILCS 5/11-31-1. This process shall be followed in coordination with the City Attorney and other legal counsel as required. This process shall be used in all cases except those narrowly described as emergencies in the following sections.

SEC. 4-81. AUTHORITY TO TAKE EMERGENCY DEMOLITION. If the Building Official determines that a building or structure poses an imminent threat to public safety, they may order an emergency demolition of said building or structure in whole or in part. Imminent threat shall be understood to mean the following.

- A. The building or structure is at imminent risk of collapsing into a public right-of-way or already has collapsed in whole or in part into said right-of-way.
- B. The building or structure is at imminent risk of collapsing onto an adjacent property or already has collapsed in whole or in part onto an adjacent property.
- C. The building or structure poses an imminent risk to life or property and cannot be sufficiently enclosed or secured.

SEC. 4-82. EMERGENCY DEMOLITION PROCEDURE. In the event that the Building Official has determined that an emergency demolition is necessary, the case for doing so shall be presented to the City Attorney and the City Manager. If all three agree on that course of action, they shall jointly execute an affidavit stating the reasons for the emergency demolition and authorizing the Building Official to proceed. A minimum of three registered contractors capable of undertaking the emergency demolition within a period of seventy-two (72) hours shall be directly solicited by the Building Official to provide cost estimates for the demolition. Upon review of the responses, the Building Official shall select the lowest responsible bid and execute a contract with the respective contractor for the demolition. The scope of demolition work shall not exceed what is reasonably necessary to eliminate the imminent threat to public safety. The affidavit and demolition contract shall be presented to the City Council at their next regularly scheduled meeting following the demolition. The same shall be presented to the property owner. The City reserves the right to lien the property, fine the property owner, or in any other manner seek compensation for the cost of the demolition.

ARTICLE X. HEALTH CODE

SEC 4-83. PURPOSE. This article shall regulate food service establishments and retail food stores, the operation of such facilities, and the licensing of food service establishments and retail food stores within the City.

SEC. 4-84. AUTHORITY. The Building Official or designee shall be responsible for enforcing all provisions of the Health Code and shall be considered for the purposes of this article the local Health Authority. In order to carry out such responsibilities, they are empowered to enter onto a premise for the purpose of conducting an inspection where there is reasonable cause to believe that a violation of the Health Code exists.

SEC. 4-85. APPEALS. The Inspections Commission shall be empowered to hear appeals to the Health Code. Appeal shall be in writing and shall be filed with the Building Official within fifteen (15) days of the date of mailing of the notice of determination. The filing of an appeal does not permit the appealing party to continue to engage in an activity determined to be a code violation by the Health Authority. The Inspections Commission shall hold a hearing at their next regularly scheduled meeting to consider the appeal. The Commission shall hear from both

staff and the appealing party or their designee at the hearing before voting whether or not to grant the appeal. A decision made by the Commission shall be the final administrative decision.

SEC. 4-86. LICENSES. It shall be unlawful for any person to operate a food service establishment, or retail food store within the city who does not possess a valid license issued to such person by the Health Authority. Only a person who complies with the requirements of this article shall be entitled to receive or retain such a license. A license is not transferable from one person to another person; nor shall a license be applicable to any locations, buildings or places other than that for which it is issued. A valid license shall be posted in each food service establishment or retail food store.

SEC. 4-87. ISSUANCE OF LICENSES.

- A. Any person desiring to operate a food service establishment or retail food store or to renew an expired license shall make a written application for a license on forms provided by the Health Authority of the City. Such application shall include the name and address of each applicant, the location and type of proposed operation, and the signature of each applicant, whether such applicant is an individual, firm or corporation; and if a partnership, the names of the partners, together with their addresses, shall be included. Payment for the license shall accompany the application form. If the application is for a temporary food service establishment or a temporary retail food store, it shall also include the inclusive dates of the proposed operations.
- B. Licenses for food service establishments and retail food stores are valid for a period of one year from the date of issuance. Licenses for temporary food service establishments or temporary retail food stores shall not exceed fourteen (14) days.

SEC. 4-88. ADOPTION BY REFERENCE. This article shall be interpreted and enforced in accordance with provisions set forth in the most recent version of the United States Food and Drug Administration (FDA) regulations adopted by the State of Illinois. Said regulations are incorporated herein and adopted by reference as part of this article.

SEC. 4-89. DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of this article:

- A. Adulteration: The condition of any food:
 - 1. If it bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health.
 - 2. If it bears or contains any added poisonous or deleterious substance for which no safe tolerance has been established by regulation or in excess of such tolerances if one has been established.

3. If it consists in whole or in part of any filthy, putrid, or decomposed substance or if it is otherwise unfit for human consumption.
4. If it has been processed, prepared, packaged or held under unsanitary conditions whereby it may have been contaminated with filth or whereby it may have been rendered injurious to health.
5. If it is in whole or in part the product of a diseased animal or animal which has died otherwise than by slaughter.
6. If its containers are composed in whole or in part of any poisonous or deleterious substance which may render the contents injurious to health.

B. Health Authority: The Building Official or designee.

SEC. 4-90. PROVISIONS FOR LICENSING.

A. License Fee Schedule:

1. Annual Fee: Determined by the square footage of floor space in the establishment including dining areas, retail sales area and storage areas. Licenses for food service establishments and retail food stores are valid for a period of one (1) year from the date of issuance. Establishments that fail to apply for renewal within fifteen (15) days after expiration date will cease food service operations.

Establishment Type or Activity	Fee
2,000 sq. ft. or less	\$250
2,001 sq. ft. to 3,000 sq. ft.	\$300
3,001 sq. ft. or more	\$350
Mobile Food Units and Retail Sales Units	\$100
Temporary Permit obtained two or more working days prior to an event.	\$40
Temporary Permit obtained fewer than two working days prior to an event.	\$60
Seasonal Concession Stands (Potentially Hazardous Foods)	\$100
Seasonal Concession Stands (Non-Potentially Hazardous Foods)	\$40
Schools and recognized churches. (Schools serving food no more than once each week and not open to the general public are exempt.)	\$50

2. Inspection Required: Prior to approval of an application for a license, the Health Authority shall inspect the food service establishment or retail food store to determine compliance with the requirements of this article.
3. Issuance of License: The Health Authority shall issue a license to the applicant if its inspection reveals that the applicable requirements of this article have been met, and upon payment of the required fee.

B. Renewal of License:

1. Whenever the inspection for renewal of a license reveals serious or repeated violations of this article, the license shall not be issued and the Health Authority shall notify the applicant immediately

thereof. The applicant may file an appeal as provided for in this article.

2. Operators of food service establishments who fail to apply for renewal within fifteen (15) days after the expiration of their current license, will have to submit a food service establishment review application and a fifty-dollar (\$50) fee, in addition to their regular license fee. Until the food service review application has been evaluated and accepted by the Health Authority, the food service establishment will cease food service operations.
- C. Reinstatement of Suspended License: Any person whose license has been suspended may, at any time make application for a reinspection for the purpose of reinstatement of the permit. Within the ten (10) days following receipt of the written request, including a statement signed by the applicant that, in his opinion, the conditions causing suspension of the permit have been corrected, the Health Authority shall make a reinspection. If the applicant is found to follow the requirements of this article, the license shall be reinstated.
- D. Revocation of License:
1. For serious or repeated violations of any of the requirements of this article, or for interference with the Health Authority in the performance of their duties, the license may be permanently revoked after an opportunity for a hearing has been provided before the Inspections Commission.
 2. Prior to such action, the Health Authority shall notify the license holder in writing, stating the reasons for which the license is subject to revocation, and advising that the license shall be permanently revoked at the end of five (5) days following service of such notice, unless a request for a hearing is filed with the Health Authority by the license holder, within such five (5) day period. A license may be suspended for a cause pending its revocation or a hearing relative thereto.

SEC. 4-91. NOTICES. A notice provided for in this Article is properly serviced when it is delivered to the holder of the license or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the license. A copy of the notice shall be filed in the records of the Health Authority. A completed inspection report form or a letter are considered proper forms of notice.

SEC. 4-92. INSPECTIONS.

- A. Inspection Schedule: The Health Authority shall inspect each establishment every six (6) months or as often as he deems necessary for the enforcement of this article.
- B. Access to Establishments: The Health Authority, after showing proper identification shall be permitted to enter, at any reasonable time, any food service establishment or retail food store within the city for the purpose of

making inspections to determine compliance with this Article. The Health Authority shall be permitted to examine the records of the establishment to obtain information pertaining to food and supplies purchased, received or used, and information concerning persons employed.

SEC. 7-93. SUSPENSION OF LICENSE.

- A. Licenses may be suspended temporarily by the Health Authority for failure of the license holder to comply with the requirements of this Article. Whenever a license holder or operator has failed to comply with any notice issued under the provisions of this article, the license holder or operator shall be notified in writing that the license is, upon service of a notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the Health Authority by a license holder. Upon suspension of the license, all operations as a food service establishment or retail food store are to be discontinued at the direction of the Health Authority. The license shall be removed from the establishment by the Health Authority.
- B. Notwithstanding the other provisions of this article, whenever the Health Authority finds unsanitary or other conditions in the operation of a food service establishment or retail food store which in their judgment, constitute a substantial hazard to the public health, he/she may without warning, notice or hearing, issue a written notice to the license holder or operator citing such condition, specifying the corrective action to be taken, and if deemed necessary, such order shall state that the license is immediately suspended, and all operations as a food service establishment or retail food store are to be immediately discontinued. Any person to whom such an order is issued shall comply immediately therewith, but upon written petition to the Health Authority shall be afforded a hearing as soon as possible.

SEC. 4-94. CORRECTION OF VIOLATION.

- A. The completed inspection report form shall specify a reasonable period of time for the correction of the violations found. Correction of the violations shall be accomplished within the period specified in accordance with the following provisions:
 - 1. If an imminent health hazard exists, including, but not limited to, complete lack of refrigeration or sewage backup into the establishment, the establishment shall immediately cease food service or sales operations.
 - 2. In the case of temporary food service establishments, all violations shall be corrected within twenty-four (24) hours. If violations are not corrected within twenty-four (24) hours, the establishment shall immediately cease food service operations until authorized to resume by Health Authority.
- B. Failure of the license holder or operator to comply with any time limits for corrections may result in cessation of food service operations. An

opportunity for hearing on the inspection findings or the time limitations, or both, will be provided if a written request is filed with the Health Authority within ten (10) days following cessation of operations. If a request for hearing is received, a hearing shall be held within twenty (20) days of receipt of the request.

- C. Whenever a food service establishment or retail food store is required under the provisions of Section to cease operations, it shall not resume operations until it is shown on reinspection that conditions responsible for the order to cease operations no longer exist. Opportunity for reinspection shall be offered within a reasonable time.

SEC. 4-95. EXAMINATION AND CONDEMNATION OF FOOD AND/OR EQUIPMENT.

- A. Food: Food may be examined or sampled by the Health Authority as may be necessary to determine freedom from adulteration or misbranding. The Health Authority may, upon written notice to the owner or person in charge, place a hold order on any food which he determines or has probable cause to believe to be unwholesome or otherwise adulterated or misbranded. Under a hold order, food shall be permitted to be suitably stored. It shall be unlawful for any person to move or alter a hold order notice or tag placed on food by the Health Authority. Neither such food nor the containers thereof shall be relabeled, repackaged or reprocessed, altered, disposed of, or destroyed without permission of the Health Authority, except on an order by a court of competent jurisdiction. After the owner or person in charge has had a hearing as provided in this Article, and on the basis of evidence produced at such hearing, or on the basis of examination in the event of written request for a hearing is not received within ten (10) days, the Health Authority may vacate the hold order or may, by written notice, direct the owner or person in charge of food which was placed under the hold order to denature or destroy such food or bring it into compliance with the provisions of this Article. Such order shall be stayed if the order is appealed to a court of competent jurisdiction within three (3) days.
- B. Equipment: Where equipment used in the preparation of food products is found to be in a state of disrepair, unsafe, unsuitable for use, or unsanitary, such equipment shall be taken out of use and hold order placed on said items by the Health Authority. Such equipment may not be put back into service until written permission is obtained from the Health Authority. It shall be unlawful for any person to move or alter a hold order notice or tag placed on equipment by the Health Authority. Such equipment shall not be altered, disposed of, or destroyed without permission of the Health Authority except on an order by a court of competent jurisdiction. After the owner or person in charge has had a hearing as provided in this Article, and on the basis of evidence produced at such hearing or on the basis of examination in the event a written request for a hearing is not received within ten (10) days, the Health

Authority may vacate the hold order or may, by written notice, direct the owner or person in charge of the equipment which was placed under the hold order to remove such equipment or bring it into compliance with the provisions of this Article. Such order shall be stayed if the order is appealed to a court of competent jurisdiction within three (3) days.

SEC. 4-96. PROCEDURE WHEN INFECTION IS SUSPECTED. When there is reasonable cause to suspect possible disease transmission by an employee of a food service establishment or retail food store, it may secure a morbidity history of the suspected employee or make any other investigation as may be indicated and take appropriate action. The Health Authority may require any or all of the following measures:

- A. The immediate exclusion of the employee from employment in a food service establishment or retail food store;
- B. The immediate closing of the food service establishment or retail food store concerned until, in the opinion of the Health Authority, no further danger of disease outbreak exists;
- C. Restriction of the employee's services to some area of the establishment where there will be no danger of transmitting disease;
- D. Adequate medical and laboratory examinations of the employee or other employees and of their body discharges.

SEC. 4-97. FOOD HANDLERS CLASSES. The Health Authority may order any food handler to attend an immediate food handler training course when, in the judgment of the Health Authority, the work habits of said food handler constitute a hazard to public health. Fees may be charged by the Health Authority to offset any costs incurred by the Health Authority.

SEC. 4-98. PLAN REVIEW OF FUTURE CONSTRUCTION.

- A. Plans Submitted: Whenever a food service establishment or retail food store is constructed or extensively remodeled, and whenever an existing structure is converted to use as a food service establishment or retail food store, properly prepared plans and specifications for construction, remodeling, or conversion shall be submitted to the Health Authority for review and approval before construction, remodeling, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. All applicable food service equipment shall be of a quality as approved by the National Sanitation Foundation (NSF) or equivalent. New equipment which is approved for a certain use by NFS shall be automatically approved by the Health Authority. Other applicable equipment or used equipment shall be evaluated or otherwise approved by the Health Authority. The Health Authority shall approve the plans and specifications if they meet the requirements of this Article. No food service establishment or retail food store shall be constructed, extensively remodeled, or converted except in

accordance with plans and specifications approved by the Health Authority.

- B. Pre-Operational Inspection: Whenever plans and specifications are required by subsection (a) of this Section to be submitted to the Health Authority, the Health Authority shall inspect the food service establishment or retail food store prior to the start of operations, to determine compliance with the approved plans and specifications with the requirements of this Article.

SEC. 4-99. PENALTIES. Any person violating any provisions of this Article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00). Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

SEC 4-100. MOBILE FOOD UNITS.

- A. Purpose. The purpose of this section is to provide for the regulation of Mobile Food Units, which includes both food carts and food trucks, operating within the City of Rock Island on both private and public property.
- B. Definitions.
 - 1. Commissary: A licensed food facility regulated by a governmental entity where food is stored, prepared, portioned, packaged or any combination thereof, and where such food is intended for consumption at another location or place from a mobile food unit or food cart.
 - 2. Food Establishment: An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. For the purposes of this section, "food establishment" does not include an establishment that offers only pre-packaged foods that are non-potentially hazardous; a produce stand which sells only whole, uncut fresh fruits and vegetables; an establishment operating in a farmers market if potentially hazardous food is not sold or distributed; a residence in which food that is non-potentially hazardous is sold for consumption off premises to a consumer customer provided the food is labeled so as to identify its preparer; a private home that receives catered or home-delivered food; child care facilities or food establishments in hospitals or health care facilities which are subject to regulation by state agencies; supply vehicles and vending machines.
 - 3. Health Authority: The Building Official or designee.
 - 4. Mobile Food Unit (MFU): One of the following.
 - a. Food Cart: A non-motorized food establishment with limited food preparation and assembly or commercial or commissary prepared foods. Food Carts may be towed by

- a vehicle, but are generally capable of being moved by human power.
- b. Food Truck: A motorized, self-propelled food establishment, or a trailer/vehicle towed by a motorized vehicle, that is readily movable, and which typically operates at a remote location and returns to base of operation or commissary at the end of its daily business.
5. Mobile Food Unit Zone: An area of City-owned property or public right-of-way that has been designated as a location upon which mobile food units and Food Carts may sell or offer for sale for immediate consumption food and/or beverages. These zones shall be exempt from separation requirements.
- C. Business License Required. No person shall sell or offer for sale or otherwise engage in a business as an MFU within the city without having first obtained an annual business license to operate as such. The license shall be for a period beginning on May 1 and end on April 30 of the succeeding year. An MFU license is required in addition to any other required city business license or state license the operator may hold or be required to hold. A separate MFU license is required for each unit from which business is conducted. MFU licenses are not transferable or assignable. Applications for licenses shall be made available and processed by the City Clerk's Office.
- D. Application.
- 1. Completed applications for licenses must be submitted with the following.
 - a. Copies of the applicant's other relevant permits and proof of liability insurance, including commercial general liability insurance coverage and automotive liability insurance coverage.
 - b. Information identifying any commissary kitchen or other premises where food is prepared, associated food establishments, copies of the certificate for the certified food manager, and the name and address of and proof of consent for the facility at which any waste fat, waste oil, waste grease, or grey water generated by the MFU operation is disposed of shall also be required.
 - c. Proof of consent from the property owner if the applicant will be operating on private property.
 - d. Written authorization from the City Manager or designee if the applicant will be operating on public property or in the public right of way.
 - e. Written authorization from the Parks and Recreation Department Director or designee if the applicant will be operating in a City Park.
 - 2. Completed applications for permits must clearly identify the MFU's proposed location(s) and hours of the operation.

3. License applications shall be approved or denied by the City Manager. If denied, the denial may be appealed to the City Council. Written request for appeal must be received by the City Clerk's Office within thirty (30) days of initial denial.
4. The City Council may grant reasonable accommodations to applicants from the strict application of this article. The applicant must make a written request to the City Council that demonstrates an unnecessary hardship or unique circumstances that prevent them from achieving compliance with certain requirements of this article. The City Manager or designee(s) shall provide a staff recommendation to the City Council that accompanies the request. Adjacent property owners within two hundred and fifty feet (250') shall be notified of the request and given the opportunity to object.

E. Exceptions:

1. Temporary MFUs associated with a public celebration or special event hosted by a public body, community organization, charitable organization, patriotic organization, religious organization, educational institution, or similar entity are exempt from the licensing provisions of this chapter provided the unit's participation is by invitation or contract with the host or sponsoring organization and provided the unit displays proof of health license.
2. Temporary MFUs associated with a private party on private, residentially zoned property hosted by the owner of the property upon which the unit is dispensing food and/or beverage, such as a graduation party, wedding reception, birthday celebration, or similar event, are exempt from the licensing provisions of this chapter provided the unit's participation is by invitation or contract with the host and provided the vendor displays proof of its health license. All applicable alcohol regulations and requirements apply.

F. General Regulations:

1. MFUs shall have all necessary licenses and permits from the State and City. Such licenses and permits shall be posted on or within the MFU so as to be readily visible to all persons conducting business with the MFU.
2. MFUs shall operate in compliance with all applicable food, health, and sanitation laws and shall comply with all health regulations regarding food service, storage, preparation, handling, and cooking. A valid inspection certificate or permit demonstrating health department inspection and approval shall be posted on or within the MFU so as to be readily visible to all customers.
3. MFUs shall operate in compliance with all applicable National Fire Protection Association (NFPA) Codes and Standards including but not limited to NFPA 96, Appendix B.
4. No MFU shall dispose of fats, oil, grease or any liquid wastes containing excessive amounts of grease in the sanitary sewer

collection system at a location other than one that has the proper grease intercepting facilities.

5. No MFU shall operate between the hours of one o'clock (1:00) AM and six o'clock (6:00) AM. An MFU may only operate for a maximum of eight (8) consecutive hours in a given location within a twenty-four (24) hour period.
6. Operators of MFUs shall not call, shout, or make any other loud noise toward potential customers or in any other way generate noise that would be considered a disturbance of the peace.
7. Operators of MFUs shall be responsible for keeping and maintaining the area around and within fifty feet (50') of the MFU neat, clean, and free from trash, debris, garbage, and other hazardous conditions at all times regardless of whether the trash, debris or garbage originated from the operation of the unit or was left in the area by a pedestrian passersby or natural conditions. An MFU shall provide adequate trash receptacles for the public for all garbage from its operation and from the accumulation of garbage in the area around their unit at all times the unit is in operation. At the close of its daily business the MFU must remove all garbage from the area and properly dispose of it away from the site of its operation; the garbage shall not simply be placed in nearby public garbage receptacles provided for use to the general public at large.
8. MFUs shall only offer single service food utensils such as cups, straws, knives, forks, spoons, stirrers, plates, bowls, wrappers, containers, and similar utensils, which shall be individually wrapped and kept in a clean place and only used once in the service of food and/or beverage.
9. Sales shall be conducted on the sidewalk side of the MFU whenever possible away from moving vehicles.
10. No dining area, tables, chairs, booths, benches, bar stools, stand-up counters, or similar furniture provided by an MFU shall obstruct the reasonable passage of pedestrians.
11. No MFU shall be used for any purpose other than offering food and/or beverage to customers.
12. MFUs shall be removed from their operating location, be it public or private property, at the end of the business day and returned to its base business operation location or commissary.

G. Location Requirements:

1. MFUs on public and private property shall only operate in business zoning districts with the exception of City Park property provided that any permit or other requirements by the Parks and Recreation Department is received by the applicant.
2. MFUs on private property shall not encroach into any public sidewalk or public right-of-way.

3. When operating in the public right of way, MFUs shall be immediately adjacent to business zoning districts and compliant with the following standards:
- a. No MFU shall park or stand within forty feet (40') of a pedestrian crosswalk, stop sign, traffic signal light, or the intersection of right-of-way lines.
 - b. No MFU shall park or stand within two hundred feet (200') of any permanent food service establishment during the hours the establishment's kitchen is operating as measured from the property line. This requirement may be waived if the application is submitted with the written consent of the owner of the food establishment.
 - c. MFUs that are not directly involved with the sponsor organization shall not park or stand within two hundred feet (200') of a special event approved by the City or taking place within a City Park as measured from the property line.
 - d. MFUs shall operate in compliance with all other applicable requirements the City's Parking Ordinance.
4. No MFU shall conduct operations at a location or in a manner that hinders, impedes, or restricts access to a mail box, emergency call box, traffic control box, fire hydrant, building entrance, driveway, or critical infrastructure.
5. City reserves the right to move an MFU from any location if determined to be necessary for the provision of emergency or public services or in the interest of public safety, peace, and welfare.
- H. Alcohol Permit. No MFU shall offer any type of alcohol for sale when operating in a public right-of-way. MFUs may only offer alcohol for sale when approved by the Liquor Commissioner in accordance with the following.
1. Only MFUs with an associated food establishment located in the City of Rock Island are eligible. The associated food establishment must already possess a liquor license and be in good standing.
 2. When approved a Special Use Permit Liquor License described in the Liquor Ordinance shall be required. The fee for the later shall be charged to applicant in addition to the MFU annual business license.
 3. All other requirements of City and State regulations must be met.
- I. Mobile Food Unit Zones. These zones are exempt from separation requirements. MFU Zones include the following locations. Additional zones may be established by the City Council by amendment to this ordinance from time to time.
1. The City-owned property at 1328 30th Street, PIN 1601117016, otherwise known as the "Pocket Park" and the adjacent four (4)

street parking spaces on the south side of the property. No more than two (2) MFUs may operate in this zone at any one time.

2. The City-owned property at 1719-21 2nd Avenue, PIN 0735201007, otherwise known as "Arts Alley." No more than two (2) MFUs may operate in this zone at any one time.

- J. Fees. All MFUs operating within the City in any location, public or private, shall be required to obtain an annual business license. Any permit and associated fees required by the Parks and Recreation Department for an MFU is operating within a City Park shall be required in addition to the annual business license fee. Annual Business License Fee: one hundred dollars (\$100.00).
- K. Enforcement and Penalties. The City Manager, in coordination with the Health Authority, shall be responsible for enforcement of these regulations. Violations of these regulations may result in the suspension of an MFU license or the permanent revocation of said license. Suspensions and revocations may be appealed to the City Council. Written request for appeal must be received by the City Clerk's Office within thirty (30) days of suspension or revocation.

Section Six: A new appendix of local amendments to the building codes adopted in *Chapter 4: Building Regulations* is also adopted as follows.

APPENDIX OF AMENDMENTS TO THE ADOPTED BUILDING CODES

This appendix contains the adopted amendments to the 2021 International Building Code (IBC) International Residential Code (IRC) International Existing Building Code (IEBC) as applied by the City of Rock Island. All references are cross-checked against the 2021 International Code Council (ICC) editions of each code.

AMENDMENTS TO 2021 INTERNATIONAL BUILDING CODE (IBC)

101.1 TITLE. Replace [NAME OF JURISDICTION] with "City of Rock Island"

101.2 SCOPE. Add "1." To exception and add exception: "2. Existing buildings undergoing repair, alternations, additions, or change of occupancy shall be permitted to comply with the International Existing Building Code."

101.2.1 APPENDICES. Delete entire section and replace with:

101.2.1 APPENDICES. The following appendices are hereby adopted; appendices not named herein do not apply:

- C - Agricultural Buildings
- E - Supplementary Accessibility Requirements
- F - Rodent Proofing

G - Flood Resistant Construction

H - Signs

I - Patio Covers

J - Grading

P - Climatic and Geographic Design Criteria, which shall read as follows:

APPENDIX P – CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

Unless otherwise approved by the Building Official, the following minimum basic design criteria shall be used:

Roof Snow Load (ps) pounds per square foot	Wind Speed (mph)	Seismic Design Category	Subject to damage from					Flood Hazards
			Weathering	Frost Line Depth	Termite	Decay	Winter Design Temp	
(ps) = 30 psf	107	0(A)	Severe	42 in.	Moderate to Heavy	Slight to Heavy	-4° F	FIRM

101.4.3 PLUMBING. The most recent edition of the Illinois Plumbing Code shall apply to the installation, alteration, repair, relocation, addition, replacement, and maintenance of plumbing systems regulated by the Illinois Plumbing Code. The International Plumbing Code and the International Fuel Gas Code shall apply to any plumbing and piping systems not regulated by the Illinois Plumbing Code. In addition, any structure in which a building drain is installed shall have at least one (1) vent stack carried through the roof and increased to a minimum size of Four Inches (4") at a point one foot (1') below the roof line.

103.1 CREATION OF ENFORCEMENT AGENCY. Delete entire section and replace with:

103.1 CREATION OF ENFORCEMENT AGENCY. The Inspections Division under the authority and supervision of the Building Official is responsible for enforcing the provisions of this code.

104 DUTIES AND POWERS OF THE BUILDING OFFICIAL. Delete; reserve section.

105.3.2 TIME LIMITATION OF APPLICATION. Change 180 days to 30 days.

109. FEES. Delete; reserve section.

113. MEANS OF APPEALS. Delete; reserve section.

CHAPTER 13 ENERGY EFFICIENCY. Delete entire chapter and replace with:

CHAPTER 13 ENERGY EFFICIENCY. Designers and builders are required to design and construct buildings in accordance with the current International Energy Conservation Code" adopted by the State of Illinois.

1608.2 SNOW LOADS. Delete entire section and replace with:

The ground snow loads to be used in determining the design snow loads for roofs shall be not less than $p_g = 30$ psf. ASCE 7 calculations for additional drift and surcharge loads shall use not less than $p_g = 25$ psf.

1612.3 ESTABLISHMENT OF FLOOD HAZARD AREAS. Replace [INSERT NAME OF JURISDICTION] with "City of Rock Island" and replace [INSERT DATE OF ISSUANCE] with "5 April 2010"

1809.5 FROST PROTECTION. Change "1. Extending below the frost line of the locality" to "1. Extending below the 42-inch frost line."

1809 SHALLOW FOUNDATIONS. Add a new subsection 1809.5.2 stating:

1809.5.2 CONTINUOUS PERIMETER FROST-FREE FOUNDATION. All building or portions of buildings containing mechanical installation and connected to underground utilities shall be supported on a continuous perimeter frost-free foundation to a minimum depth of 42 inches below finished grade.

1809 SHALLOW FOUNDATIONS. Add a new subsection 1809.5.3 stating:

1809.5.3 FLOATING SLABS. For group U occupancies 720 square feet or less, with no side dimension longer than 30 feet, and no wall height taller than 10 feet, and no more than 3 courses of masonry block, located on undisturbed soil, may be constructed with a floating slab. This slab shall be a minimum of 4 inches thick, air-entrained concrete having a minimum compressive strength at 28 days of not less than 3,000 pounds per square inch, reinforced with a 21-pound wire mesh, and having a 12-inch thick by 12-inch wide perimeter reinforced with no less than two number 4 reinforcement bars. This slab shall be continuously poured with no cold joints.

TABLE 1809.7. PRESCRIPTIVE FOOTINGS FOR LIGHT FRAME CONSTRUCTION. Delete entire Table 1809.7 and replace with:

Number of Floors Supported by the Foundation	Minimum Thickness of Foundation Wall		Minimum Width of Footing (inches)	Minimum Thickness of Footing (inches)	Footings subject to frost Min. Depth below undisturbed	Footings not subject to frost Min. Depth below undisturbed
	Concrete (inches)	Unit Masonry (inches)				

					ground (inches)	ground (inches)
1	8	8	16	8	42	12
2	8	8	16	8	42	18
3	10	12	18	12	42	24

(Application note: Only the table proper is replaced. Existing title and notes remain.)

AMENDMENTS TO 2021 INTERNATIONAL RESIDENTIAL CODE (IRC)

R101.1 TITLE. Replace [NAME OF JURISDICTION] with “City of Rock Island.”

R101.2 SCOPE. Add “1.” to published exception. Add exception: “2. The most recent edition of the Illinois Plumbing Code shall apply to the installation, alteration, repair, relocation, addition, replacement, and maintenance of plumbing systems as stipulated by the Illinois Plumbing Code. The provisions of the International Residential Code shall apply to all plumbing and piping systems not covered by the Illinois Plumbing Code.” In addition, ANY structure in which a building drain is installed shall have at least one (1) vent stack carried through the roof and increased to a minimum size of Four Inches (4”) at a point one foot (1’) below the roof line.

R102.5 APPENDICES. Delete entire section and replace with:

R102.5 APPENDICES. The following appendices are hereby adopted.
Appendices not named herein do not apply.

- AB - Sizing of venting serving appliances with draft hoods
- AC - Exit terminals of mechanical draft and direct-vent venting systems
- AD - Safety procedures for safety inspections of an exist appliance install
- AE - Manufactured housing as dwelling
- AF - Radon control methods
- AH - Patio covers
- AI - Private sewage
- AJ - Existing buildings and structures
- AQ - Tiny houses
- AW - 3D printed houses
- AM - Home day care-R-3 occupancy

R103 DEPARTMENT OF BUILDING SAFETY. Change “Department of Building Safety” to “Inspections Division.”

R103.1 CREATION OF ENFORCEMENT AGENCY. Delete entire section and replace with:

R103.1 ENFORCEMENT AGENCY. The Inspections Division under the authority and supervision of the Building Official is responsible for enforcing the provisions of this code.

R103 DEPARTMENT OF BUILDING SAFETY. Delete; reserve section.

R104 DUTIES AND POWERS OF THE BUILDING OFFICIAL. Delete; reserve section.

105.3.2 TIME LIMITATION OF APPLICATION. Change 180 days to 30 days.

R108 FEES. Delete; reserve section.

R109 BOARD OF APPEALS. Delete; reserve section.

R112 BOARD OF APPEALS. Delete; reserve section.

TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA. Delete entire Table R301.2 and replace with:

Roof Snow Load (ps) pounds per square foot	Wind Speed (mph)	Seismic Design Category	Subject to damage from					Flood Hazards
			Weathering	Frost Line Depth	Termite	Decay	Winter Design Temp	
(ps) = 30 psf	107	0(A)	Severe	42 in.	Moderate to Heavy	Slight to Heavy	-4° F	FIRM

R314.3 LOCATION. Add a new subsection R314.2.2 stating:

R314.2.2 ALTERATIONS, REPAIRS AND ADDITIONS. When interior alterations, repairs or additions requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the individual dwelling unit shall be provided with smoke alarms located as required for new dwellings; the smoke alarms shall be interconnected and hard wired.

R314.2.2 ALTERATIONS, REPAIRS, AND ADDITIONS. Add the following as a third exception in the subsection:

Smoke alarms in existing areas shall not be required to be interconnected and hard wired where the alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure.

R403 FOOTINGS. Delete Tables R403.1(1)–R403.1(3), and R403.4; reserve and see next amendment.

R404 FOUNDATION AND RETAINING WALLS. Delete Tables R404.1.1(1), R404.1.1(2), R404.1.1(3), R404.1.1(4), R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2(5), R404.1.1.2(6), R404.1.2(7), R404.1.2(8) and R404.1.2(9) and all references thereto. Replace them with the following Table R403.1 and notes:

Number of Floors Supported by the Foundation	Minimum Thickness of Foundation Wall		Minimum Width of Footing (inches)	Minimum Thickness of Footing (inches)	Footings subject to frost Min. Depth below undisturbed ground (inches)	Footings not subject to frost Min. Depth below undisturbed ground (inches)
	Concrete (inches)	Unit Masonry (inches)				
1	8	8	16	8	42	12
2	8	8	16	8	42	18
3	10	12	18	12	42	24

Notes:

1. Foundations may support a roof in addition to the stipulated number of floors. Foundations' supporting roofs only shall be as required for supporting one floor. Footings shall contain a minimum of two number 4 reinforcement bars, and have a minimum compressive strength of 2,500 pounds per square inch at 28 days.
2. A one-story detached wood frame building used for a private garage and accessory to a single-family residential use and not exceeding 720 square feet in floor area, with no side dimension longer than 30 feet, and no wall height taller than 10 feet, and no more than 3 courses of masonry block, located on undisturbed soil, may be constructed with a floating slab. This slab shall be a minimum of 4 inches thick, air-entrained concrete having a minimum compressive strength at 28 days of not less than 3,000 pounds per square inch, reinforced with a 21-pound wire mesh, and having a 12-inch thick by 12-inch wide perimeter reinforced with no less than two number 4 reinforcement bars shall be installed within the perimeter beam. This slab shall be continuously poured with no cold joints.
3. Buildings and portions of buildings containing mechanical installations and connected to underground utilities shall be supported on a continuous, frost-free foundation capable of resisting the movement of the slab-on-grade.
4. Cast-in-place concrete foundation walls shall be air-entrained concrete with a minimum compressive strength of 28 days of not less than 3,000 pounds per square inch.
5. Foundation walls shall be a minimum of 7½ inches thick with no less than three number 4 reinforcement bars placed horizontally at the center of the

wall, with one bar located near the top, one bar located near the mid-height, and one bar located near the bottom.

R403. Add a new section R403.1.1.1 stating:

R403.1.1.1 FOOTING REQUIREMENTS FOR UNCOVERED DECKS. All decks shall have a minimum footing size of 12 inches in diameter with 42 inches in depth.

R403. Add a new section R403.1.1.2 stating:

R403.1.2 FOOTING REQUIREMENTS FOR COVERED DECKS AND ROOM ADDITIONS. All elevated and covered decks, screened rooms, three and four-season rooms, and room additions shall comply with one of the following footing types:

1. Pier footings were designed by a licensed design professional and submitted with stamped and signed plans or 24-inch diameter or 42-inches deep pier footing as approved by Building Official.
2. 12-inch wide by 42-inch deep trench footing with 2 number 4 rebar horizontally, one top and one bottom with minimum 3 inches of concrete coverage.
3. Spread footing sized with reinforcement per Table R403.1 with a minimum 8-inch masonry or concrete foundation wall.

R403.1.4.1 FROST PROTECTION. Change exception 1 to exclude detached garages and replace "600 square feet" with "720 square feet."

R402.1.6 FOUNDATION ANCHORAGE. Add:

Wood sill plates and wood walls supported directly on continuous foundations shall be anchored to the foundation in accordance with this section. Wood sole plates shall not be encased or embedded in concrete.

R404.1.3 CONCRETE FOUNDATION WALLS. Change:

Concreted foundation walls that support light-frame walls shall be designed and constructed in accordance with the provisions of this section. ACI318, ACI 332, or PCA 100, or a method that meets standard practice for the jurisdiction pre- approved by the Building Official.

R407.1 WOOD COLUMN PROTECTION. Change:

Wood columns shall be protected against decay as set forth in Section R317, and shall not be encased or embedded in concrete.

TABLE R503.2.1.1(1). Delete the first three rows in the table and remove all references for the use of 3/8" sheathing for floor or roof construction.

R507.1. Add:

...or a method that meets standard practice for the jurisdiction pre-approved by the current Building Official.

R507.3.1 MINIMUM SIZE. Add at the end of the sentence:

...but not less than 12 inches in diameter.

F507.3.2 MINIMUM DEPTH. Change:

Deck footing shall be placed not less than 42 inches and 12 inches in diameter (1067 305mm) below the undisturbed ground surface.

TABLE 507.4. Delete and replace with:

Deck Wood Post Height				
Deck Post Size	4 X 4	4 X 6	6 X 6	8 X 8
Maximum height	6'	8'	12'	14'

Notes:

1. Measured from the underside of the beam to the top of the footing or pier.
2. No. 2 grade, wet service factor included.
3. All other alternatives are to be designed by an Illinois-licensed design professional.

R322 FLOOD-RESISTANT CONSTRUCTION. Delete text in its entirety and add:

See the City of Rock Island Code of Ordinances Chapter 11 Planning and Redevelopment, Article IV Flood Hazards.

N1101.1 SCOPE. Delete all text of Chapter 11 after the text of section N1101.1 and replace it with:

N1101.2 COMPLIANCE. Compliance shall be demonstrated by meeting the requirements of the Illinois Energy Conservation Code.

P2603.5.1 SEWER DEPTH. Replace [NUMBER] with "42" in both locations.

PART VIII ELECTRICAL, CHAPTERS 34- 43. Delete and reserve.

E3406.3 MINIMUM SIZE OF CONDUCTORS. Change 14 AWG Copper to 12 AWG Copper. Change 12 AWG Aluminum to 10 AWG Aluminum. Add:

In all instances where this code or the NFPA70 references 14 AWG Copper, 12 AWG Copper shall apply. In ALL instances, where this code or the NFPA70 references 12 AWG Aluminum to 10 AWG Aluminum shall apply.

APPENDICES. The following appendices are hereby adopted. Appendices not named herein do not apply.

A - Sizing and Capacities of Piping

B - Sizing of venting systems serving appliances equipped with draft hoods, Category 1 appliances, and appliances listed for type B vents

C - Exit terminals of mechanical draft and direct-vent venting systems

D - Recommended Procedure for inspection of an existing appliance installation

E - Manufactured housing used as a dwelling

F - Passive Radon Gas Control with the following amendments:

AF103.2.2. Delete second sentence: "Sumps used as the suction point in a sub slab depressurization system shall have a lid designed to accommodate the vent pipe."

AF103.4.3. In the third sentence delete "the roof" and insert "above the highest eave of the house".

AF103.5 DRAIN TILE AND SUMP USED FOR DEPRESSURIZATION. Replace all text with:

As an alternative to inserting a vent pipe into a "T" fitting, a vent pipe shall be permitted to be inserted directly into an interior perimeter drain tile loop.

AF103.6.2 MULTIPLE VENT PIPES. Replace the last sentence with:

Vent pipes shall connect to a single-vent that terminates at least 12" above the highest eave of the house or each individual vent pipe shall terminate separately at least 12" above the highest eave of the house.

AMENDMENTS TO THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

The current edition of the Illinois Energy Conservation Code, as adopted and amended by the State of Illinois, shall be enforced within the jurisdiction of the City of Rock Island. This requirement applies to all buildings and structures regulated by the IECC and as incorporated through Chapter 13 of the 2021 International Building Code and Chapter 11 (N1101) of the 2021 International Residential Code.

C101.1 TITLE. Replace “[NAME OF JURISDICTION]” with “City of Rock Island.”

C107 VALIDITY. Delete and reserve.

C109 STOP WORK ORDER. Delete and reserve.

R107 VALIDITY. Delete and Reserve.

R109 STOP WORK ORDER. Delete and reserve.

R101.1 TITLE. Replace “[NAME OF JURISDICTION]” with “City of Rock Island.”

N1101.2 COMPLIANCE. Replace with:

Compliance shall be demonstrated by meeting the requirements of the Illinois Energy Conservation Code.

AMENDMENTS TO THE 2021 INTERNATIONAL HOUSING AND PROPERTY MAINTENANCE CODE

101.1 TITLE. Replace “[NAME OF JURISDICTION]” with “City of Rock Island”.

111 MEANS OF APPEAL. Delete and reserve.

111.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY. Add the follow sentence.

A structure shall also be considered unfit for human occupancy if municipal water and sewer service is not connected and in working order at the premises.

302.2 GRADING AND DRAINAGE. Add:

All structures shall have functional gutters and downspouts with kickouts directing rain water away from the foundation.

302.4 WEEDS. Replace “[JURISDICTION TO INSERT HEIGHT IN INCHES]” with:

...ten inches (10") in height. Such vegetation in excess of that height shall be declared a nuisance.

304.14 INSECT SCREENS. Replace "[DATE]" and "[DATE]" with "April 1" and November 1" respectively.

602.3 HEAT SUPPLY. Replace "[DATE]" and "[DATE]" with "October 1" and May 15" respectively.

602.4 OCCUPIABLE WORK SPACES. Replace "[DATE]" and "[DATE]" with "October 1" and May 15" respectively.

603.1 MECHANICAL EQUIPMENT AND APPLIANCES. Add the following new subsections.

603.1.1 ANNUAL CARBON MONOXIDE TESTING. Property owners are required to have annual carbon monoxide (CO) tests of furnaces performed for all fuel-burning furnaces ten (10) years old or older as well as any fuel-burning furnace that has been inoperative for one (1) year or longer. Tests must be conducted by a certified and registered mechanical contractor. A copy of the successful test results shall be provided to the Building Official or designee within thirty (30) days. Failed tests must be reported immediately. If a carbon monoxide detector is installed within ten feet (10") of a furnace it shall meet the intent of this requirement and provide an exemption to the testing requirement.

603.1.2 CARBON MONOXIDE ALARM REQUIREMENTS. Every dwelling unit must have at least one approved carbon monoxide (CO) alarm in operating condition. Such alarms shall be located within fifteen feet (15') of every room used for sleeping. Combination smoke/CO detectors are allowed only if the device provides distinct alarm tones. In multi-unit structures, each unit must comply individually. Additionally, the following applies:

Battery-only detectors are allowed if:

- No construction is ongoing.
- No commercial power source is available.
- The area is not exposed (i.e., no attic, basement, or crawl space access without removal of finishes).

CO alarms are not required if:

- The unit does not use fossil fuels for heat or hot water.
- The unit is not connected to a garage.
- The unit is not adjacent to any carbon monoxide source.

605.2 RECEPTACLES. Replace with:

Every habitable space shall contain at least two separate and remote receptacle outlets. Each laundry area shall contain at least one GFCI-protected receptacle. Each bathroom shall have at least one receptacle, which shall be GFCI-protected. All kitchen countertop receptacles within 6 feet of a sink or exposed pipe shall be GFCI-protected.

606.1 GENERAL. Replace with:

Elevators, dumbwaiters, and escalators shall be maintained and certified in compliance with State of Illinois statutes and regulations.

AMENDMENTS TO 2021 INTERNATIONAL MECHANICAL CODE (IMC)

101.1 TITLE. Replace [NAME OF JURISDICTION] with “City of Rock Island”

103 CODE COMPLAINT AGENCY. Delete and reserve.

104 DUTIES AND POWERS OF THE CODE OFFICIAL. Delete and reserve.

109 FEES. Delete and reserve.

AMENDMENTS TO 2021 INTERNATIONAL FUEL GAS CODE (IFGC)

101.1 TITLE. Replace “[NAME OF JURISDICTION]” with “City of Rock Island”

103 CODE COMPLIANCE AGENCY. Delete and reserve.

104 DUTIES AND POWERS OF THE CODE OFFICIAL. Delete and reserve.

109 FEES. Delete and reserve.

608 VENTED WALL FURNACES. Delete section; not allowed.

609 FLOOR FURNACES. Delete section; not allowed.

APPENDIX A. Adopted by this reference.

AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE (IPC)

The most recent edition of the Illinois Plumbing Code shall apply to the installation, alteration, repair, relocation, addition, replacement, and maintenance of plumbing systems regulated by the Illinois Plumbing Code. The 2021 International Plumbing Code and the 2021 International Fuel Gas Code shall apply to any plumbing and piping systems not regulated by the Illinois Plumbing Code.

Any and all structures in which a building drain is installed shall have at least one (1) vent stack carried through the roof and increased to a minimum size of four inches (4") at a point one foot (1') below the roof line.

101.1 TITLE. Replace "[NAME OF JURISDICTION]" with "City of Rock Island"

103 CODE COMPLIANCE AGENCY. Delete and reserve.

104 DUTIES AND POWERS OF THE CODE OFFICIAL. Delete and reserve.

305.4.1 SEWER DEPTH. Replace "[NUMBER]" with "42" in both locations.

Section Five: Articles I, II, III, IV, V, VII, VIII, IX of *Chapter 7: Health Generally* are deleted and reserved. *Article VI: Animals* of the same chapter is retained without amendments.

Section Six: Codes references to sections in *Chapter 4: Building Regulations* included in section 10-107.11 "Schedule of Penalties for Ordinance Violations" of the Code of Ordinances shall be updated to reflect any and all new section designations.

Section Seven: All ordinances and parts of ordinances in conflict herewith are hereby repealed insofar as they do conflict.

Section Eight: This ordinance shall be in full force and effect from its passage and approval as required by law.

Mayor of the City of Rock Island

Passed: _____

Approved: _____

Attest: _____
City Clerk

Memorandum



To: Rock Island City Council
From: Miles Brainard, Director
Subject: Report from the Community Development Department regarding an amendment to the International Residential Code removing a requirement for fire sprinkler systems in one- and two-family houses. (First Reading)

Motion: Motion to consider the ordinance.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

When the City Council adopted the 2015 building codes, the International Residential Code (IRC) was not amended to eliminate the requirement that fire sprinklers be installed in newly constructed one- and two-family houses. This requirement has been in the IRC since 2009, but many communities have chosen to remove it at the local level. Neighboring cities including Davenport, Bettendorf, and Moline have done that. Rock Island County has taken a different approach and kept the sprinkler requirement in place with the addition of the following local exemption.

“An automatic residential fire sprinkler system is not required when floor assemblies, which are not otherwise required to be fire-rated by this code, are provided with a continuous horizontal separation, achieved through the installation of a half-inch gypsum membrane, five-eighths wood structural panel membrane, or an equivalent material on the underside of all floor framing members, stairs, and soffits.”

The Community Development Department has recommended in a separate agenda item that the City update its building codes to the 2021 cycle. The Strategic Housing Development Plan, approved by the Council in April 2025, suggests a review of the fire sprinkler requirement when undertaking code updates. As such, this item is presented consideration.

Previous Council Action (if any):

NA

Budget Impact:

NA

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

NA

Council Goal (if applicable):

NA

Recommendation:

The Community Development Department makes no recommendation. The Inspections Commission recommends that the requirement be left in place and that the City consider offering financial assistance for the installation of fire sprinkler systems in one- and two-family houses.

Submitted by: Miles Brainard, Director

Approved by:

**AN ORDINANCE ADOPTING A LOCAL AMMENDMENT TO THE INTERNATIONAL
RESIDENTIAL CODE REMOVING SPINKLER REQUIREMENT FOR ONE- AND
TWO-FAMILY HOUSES IN THE CITY OF ROCK ISLAND, ILLINOIS**

WHEREAS, the City Council has previously adopted the 2021 International Residential Code (IRC) as well as local amendments to said code; and

WHEREAS, in section R313.2 of the IRC there is a requirement that “an automatic sprinkler system be installed in one- and two-family dwellings.”

NOW, THEREFORE, be it ordained by the City Council of the City of Rock Island, Illinois:

Section One: The City Council hereby adopts a local amendment removing R313.2 and eliminating the requirement for automatic sprinklers in one- and two-family dwellings. This amendment shall be reflected in the *Appendix of Amendments to the Adopted Building Codes* maintained by the Building Official.

Section Two: All ordinances and parts of ordinances in conflict herewith are hereby repealed insofar as they do conflict.

Section Three: This ordinance shall be in full force and effect from its passage and approval as required by law.

Mayor of the City of Rock Island

Passed: _____

Approved: _____

Attest: _____
City Clerk

Memorandum



To: Rock Island City Council

From: Eunice Amissah-Mensah, Urban Planner, Tanner Osing, Planning & Zoning Manager, Miles Brainard, Director

Subject: Report from the Community Development Department regarding the establishment of an urban agriculture ordinance. (First Reading)

Motion: Motion to consider the ordinance.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

Staff is recommending that the City establish regulations on urban agriculture. Urban agriculture activities are growing in popularity. However, the City has no regulations in place besides the Urban Chickens ordinance. The recommended ordinance addresses urban gardens, urban farms, chicken keeping, beekeeping, livestock keeping, and controlled grazing. It also makes a distinction between areas located north and south of the Rock River, recognizing the more rural nature of southwest Rock Island. Since the ordinance was last presented to the City Council, staff have made the following changes based on feedback received from the Council.

- Added clarifying language that no crops exceeding 4 feet in height can be planted in the front yard on lots with an occupied structure.
- Included a limit of 30% of the total lot area that a garden can cover on a vacant lot.
- Added clarifying language that the gardening area on vacant lots should not be nearer to the front property line than any house on an adjoining property.
- Provided a process for people to request an exception(s) to the ordinance. For lots with an occupied structure, any person will be allowed to request a variance. For vacant lots, any person will be allowed to request a Special Use Permit. Both requests will follow the procedures in the Zoning Ordinance.

Previous Council Action (if any):

NA

Budget Impact:

NA

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

NA

Council Goal (if applicable):

NA

Recommendation:

The Community Development Department recommends that the City Council consider the ordinance.

Submitted by: Amanda Torres, Deputy Clerk

Approved by:

AN ORDINANCE ESTABLISHING AN URBAN AGRICULTURE ORDINANCE WITHIN THE CITY OF ROCK ISLAND, ILLINOIS

WHEREAS, the City of Rock Island recognizes urban agriculture as a viable use of land that promotes community health, environmental sustainability, and economic vitality; and

WHEREAS, the State of Illinois Garden Act, 505 ILCS 87, establishes the right to cultivate vegetable gardens on any property within a municipality but does not preclude a home rule unit to regulate gardens in a manner consistent with the Act; and

WHEREAS, the City of Rock Island finds it necessary to exercise its home rule authority by regulating urban agriculture activities to ensure their compatibility with adjacent properties and prevent inappropriate development; and

WHEREAS, the City of Rock Island recognizes that the Southwest Area of the City has a unique collection of natural settings and rural character that make it well suited for specialized urban agriculture practices that require different treatment than other parts of the City

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK ISLAND, ILLINOIS, in

Section One: The purpose of these regulations is to ensure the consistency in the operation and development of urban agriculture.

Section Two: The following section titled “Urban Agriculture” is hereby added to Chapter 11, Article XII of the Code of Ordinances of the City of Rock Island, Illinois.

Section 11-176: Urban Agriculture

1. **Purpose.** The purpose of this section is to provide for the regulation of Urban Agriculture within the City on both private and public property to ensure positive, productive, and compatible land uses.

2. **Definitions.**

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Any term not so defined will take on its common meaning or a definition provided elsewhere in Municipal Code.

Accessory Structure shall have the same definition as found in the City’s Zoning Ordinance. In an urban agriculture context, said structures support various agriculture operations and include storage sheds, tool sheds, or greenhouses.

Accessory Use shall have the same definition as found in the City’s Zoning Ordinance.

Apiary shall mean any place where one or more colonies or nuclei of bees are kept

Aquaculture shall mean the breeding, raising, and harvesting fish, shellfish, and aquatic plants in controlled aquatic environments for any purpose, be it commercial, recreational or public purposes.

Aquaponic System shall mean the symbiotic propagation of plants and fish in an indoor, constructed and recirculating environment.

Bee shall mean any hymenopterous insect of the superfamily Apoidea, including social and solitary species of several families, such as bumblebees, honeybees, blue orchard bees and several species of leaf cutting bees or any stage of the common European honey bee, *Apis mellifera*. The term “honey bee” is synonymous.

Beekeeper shall mean a person who is responsible for the maintenance of an apiary, its constituent hives, and the colonies within as well as all associated materials, equipment, and products which meet State approved requirements.

Beekeeping, Backyard shall mean the keeping or maintenance of an apiary as an accessory use to a single-family dwelling for personal consumption of bee products or enjoyment.

Beekeeping, Commercial shall mean a commercial beekeeping operation is one that is maintained for commercial gain, or consists of the keeping or maintenance of 5 or more hives, and/or beekeeping accessory to a legitimate agricultural operation.

Beekeeping Flyaway Barrier shall mean a solid wall, fence, or dense vegetation or combination thereof that provides an obstruction or shield through which bees cannot readily fly.

Beekeeping Equipment shall mean anything used in operation of an apiary including but not limited to hive bodies, supers, frames, top and bottom boards, extractors, gloves, hoods, and smokers.

Concentrated Animal Feeding Operations (CAFOs) shall mean an animal feeding operation as defined by the United States Department of Agriculture (USDA) and regulated by the Environmental Protection Agency (EPA) under the National Pollutant Discharge Elimination System (NDPES) Permitting Program. Such operations shall not be permitted within the City of Rock Island.

Colony shall mean the bees and organic components within a hive including comb, honey, pollen, and brood.

Compost shall mean relatively stable decomposed organic matter for use in agricultural and other growing practices, usually consisting of materials such as grass, leaves, yard waste, worms, and raw and uncooked kitchen food waste. This process specifically excludes bones, meat, fat, grease, oil, raw manure, and milk products, which are difficult to break down and can cause odor and nuisance issues.

Composting shall mean the process by which organic solid waste is biologically decomposed under controlled anaerobic or aerobic conditions to yield humus-like product, which is typically used as a soil amendment.

Controlled Grazing shall mean the temporary use of goats or sheep as a landscape management technique to control the growth of undesirable vegetation, including noxious weeds and invasive plants or trees at a specific location and for a defined length of time.

Farm machinery shall mean a wide range of mechanical devices, equipment, and vehicles specifically designed and used for various agricultural tasks and operations, aiding in the cultivation, harvesting, processing, and management of crops and livestock. Farm machinery is further categorized by the following groups.

Large farm machinery shall refer to agricultural equipment or vehicles designed and used primarily for heavy-duty tasks on farms with extensive acreage. Large farm machinery typically has heavy implements such as plows, harrows, seed drills, cultivators, balers, and sprayers. These shall weigh no more than 25 tons or 50,000 pounds as they are intended for use on parcels one (1) acre or larger.

Small farm machinery shall refer to agricultural equipment or vehicles designed and used primarily for light to medium-duty tasks on smaller farms, homesteads, or niche agricultural operations. Small farm machinery is compatible with smaller implements such as lawn mowers, rotary tillers, garden carts, front-end loaders, and small hay balers. These shall weigh no more than 1.5 tons or 3,000 pounds as they are intended for use on parcels less than one (1) acre.

Farm stand shall mean a permanent structure used for the display and sale of agricultural products grown or produced on the site where the stand is located.

Front yard shall have the same definition as found in the City's Zoning Ordinance.

Greenhouse shall mean a structure with a roof and sides that are made of durable materials including glass or other transparent or translucent

material such as rigid plastic panels in which the temperature and humidity can be regulated for the cultivation of plants.

Hive shall mean a structure intended for the housing of a bee colony.

Honey Bee shall mean the common domestic honey bee, limited to the *Apis mellifera* species, specifically excluding the African honey bee, *Apis mellifera scutellata* or Africanized honey bee, or any dangerous thereof

Hydroponic System shall mean the propagation of plants using a mechanical system designed to circulate a solution of minerals in water with limited use of growing media.

Livestock shall mean domesticated animals raised in an agricultural setting for training, boarding, home use, sales, breeding, and the production of commodities and /or specialized products such as food, fiber, and labor. Livestock is further categorized by the following groups.

Large livestock: Cattle, horses, and other livestock generally weighing over 500 pounds.

Small livestock: Vietnamese or Asian potbellied pigs, rabbits, guinea fowl, ostriches, turkeys, geese, ducks, sheep, goats, miniature horses, donkeys, llamas, alpaca, and other livestock generally weighing under 500 pounds.

Market Garden shall mean an activity where food crops, plant fiber, ornamentals, or other plants are grown by an individual or a group to be sold for profit.

Niche Farms shall mean specialized agriculture operations focused on marketing limited and often high-value products that cater to specific market segments and often emphasize quality and sustainability to differentiate themselves in the marketplace. Heritage breed livestock farms, heirloom vegetable farms, specialty herb and medicinal plant farms and artisanal dairy farms are few examples of niche farms.

Principal Use shall have the same definition as found in the City's Zoning Ordinance.

Raised Bed shall mean a gardening technique where soil is contained in an elevated structure, typically framed by wood, stone, or other durable materials used for growing produce.

Seasonal Extending Structures shall mean temporary structures, such as hoop houses or high tunnels, cold frames and hot beds, cloches and hot caps, and floating row covers used primarily to prolong the growing season by shielding crops from adverse weather conditions or providing controlled environments conducive to growth.

- *Cold Frame* shall mean a temporary, unheated structure used for protecting seedlings and plants from the cold. Cold Frames are often constructed of durable materials, such as wood, glass, rigid plastic, or even old windows, but are not typically taller than 36 inches.
- *Hoop house* shall mean a structure with a roof and sides are made largely of transparent or translucent material (not glass) for the purpose of the cultivation of plants. A hoop house does not have supplemental heat. A high tunnel is very similar in construction to a hoop house, but is generally not enclosed on the ends of the structure.
- *Low Tunnel* shall mean a temporary, freestanding structure that has a supported framework, typically made with hooped PVC or metal pipe and covered with plastic. A low tunnel does not have heat or electrical power and its purpose is to house and protect produce outside the typical growing season of the region.

Southwest Rock Island shall mean an area within the City of Rock Island's municipal boundary that includes any parcel of land south of the Rock River or on any island located in said river.

Swarm shall mean a concentrated congregation of bees outside of a hive resulting from the bees lacking sufficient room for their colony. This is natural habit of bees and they are not usually aggressive when swarming.

Urban Agriculture shall mean the practice of cultivating, processing, and distributing food in and around a community by various means that reflect an urban context. Urban agriculture encompasses urban gardening and urban farming. Urban agriculture is differentiated other forms traditional agriculture in that the former typically operates within an urbanized and built up environment, rather than on generally open and undeveloped land. Common practices include, but not limited to, gardening, raising livestock, composting, urban beekeeping, and chicken keeping.

Urban Farms shall mean vacant lots five (5) acres or larger that are for the cultivation and harvesting of food and non-food crops. These farms may serve personal, group, wholesale, or retail purposes and can involve specialized agricultural practices and livestock operations. Such farms often focus on producing high-value, niche products tailored to specific market segments. Examples of urban farm activities include, but are not limited to, animal husbandry, aquaculture, agroforestry, niche farms, greenhouses and nurseries, vineyards and wineries, farm stands, dairy farms, chicken keeping, beekeeping, and horticulture. Urban farms are typically characterized by a primary focus on income-generating agricultural activities, operating as business enterprises. This definition also includes the definition for "Farm" as found in the City's Zoning Ordinance.

Urban Gardens shall mean vacant lots less than five (5) acres of land, publicly or privately owned, used for the growing of plants, fruits, vegetables, flowers or herbs. Said gardens may also include activities such as chicken keeping and beekeeping where permitted.

3. **Designation.** All urban agriculture activities on both private and public land are subject to all applicable guidelines in the City's Urban Agriculture Ordinance.

4. **Regulations for Urban Agriculture – Farms & Gardens**

- a. Location & Size

- i. ***Lots with Foreclosed, Vacant, and Abandoned Structures.***
Urban Agriculture of any and all kinds shall be prohibited on any lot where a foreclosed, vacant, or abandoned structure, in any zoning district, is present. Any urban agricultural activity on such a property shall be considered a nuisance and may be abated by the City in the same manner as overgrown grass, weeds, or other nuisance vegetation.
 - ii. ***Lots with occupied structures.*** Urban Gardens shall be permitted on any lot where an occupied structure, in any zoning district, is present. This may include the keeping of honeybees and chickens in compliance with this code. No other livestock shall be permitted.
 - iii. ***Vacant Lots Less Than One Acre:*** Urban Gardens shall be permitted on vacant lots less than one (1) acre in size in all residential zoning districts and shall require a special use permit in all other zoning districts. Areas not under cultivation shall be maintained as a lawn.
 - iv. ***Vacant Lots One to Five Acres:*** Urban Gardens shall be permitted on vacant lots less than five (5) acres in size in all residential zoning districts in Southwest Rock Island. Urban Gardens on vacant lots between one (1) to five (5) acres located elsewhere in the City shall require a special use permit in all zoning districts. Areas not under cultivation shall be maintained as a lawn.
 - v. ***Vacant Lots Five Acres or Larger:*** Urban Agriculture on residentially-zoned parcels five (5) acres or larger shall be permitted only in Southwest Rock Island. This may include the keeping of livestock, honeybees, and chickens in compliance with this code.
 - vi. ***Exemption in Southwest Rock Island:*** Existing farms or gardens on parcels not previously developed for non-agricultural uses may continue as a legal non-conformity. The regulations applying to all other legal non-conformities shall apply to such parcels. This section shall be understood to mean that parcels annexed into the City on which farms are located may continue to operate as they have until such time they are developed for other uses. This section shall only apply to parcels located in Southwest Rock Island.

- b. Structures

- i. Storage sheds, season-extending structures and other accessory structures on vacant lots less than one (1) acre are prohibited.
- ii. Storage sheds and accessory structure(s) provided on vacant lots between one (1) to five (5) acres shall not exceed 200 square feet and shall follow all applicable requirements in the City's Zoning Ordinance.
- iii. Season-extending structures provided on vacant lots between one (1) to five (5) acres shall not exceed 200 square feet per structure and shall follow all applicable requirements for accessory structures in the City's Zoning Ordinance. Said structures are permitted for a maximum of four (4) weeks before and after the growing season which spans from May 1 to October 9. Such structures shall not be erected during the growing season.

b. General Requirements

- i. Concentrated Animal Feeding Operations (CAFOs). CAFOs shall be prohibited throughout the City. If a CAFO is present on a parcel being annexed into the City, it must cease operation by the time annexation is completed.
- ii. No animals of any kind, including but not limited to chickens, livestock, and bees, shall be kept at an urban garden located on an otherwise vacant lot.
- iii. Farm stands shall receive a special use permit to be allowed to be located on an urban farm. Said use shall be permitted to be located in the required front yard but shall be setback at least ten (10) feet from the front property line. Only produce and products grown or made on the premises may be sold at the farm stand.
- iv. Animal slaughtering is strictly prohibited on urban farms and gardens within city limits. This prohibition, however, does not apply to licensed businesses that are specifically zoned and regulated for slaughtering activities.
- v. Raised beds or raised mounds used to facilitate cultivation as well as water tanks shall be allowed on all vacant or occupied lots.
- vi. Composting, rain collection systems, hydroponic systems, or the keeping of any livestock, including honeybees and chickens on vacant lots less than five acres are prohibited unless specified in a special use permit.
- vii. Water Tanks.
 - Water tanks shall not exceed a capacity of five hundred (500) gallons.
 - For parcels 5,000 square feet in size or smaller, a maximum of one (1) water tank shall be allowed. An additional water tank shall be allowed for every additional 5,000 square feet of parcel area.
 - Water tanks shall be well-maintained on a stable and level footing free of leaks.

- Water tanks shall be vessels that are commonly accepted as appropriate for this purpose and shall not have been previously used for purposes other than storing water. Water tanks that do not meet these criteria shall be considered a nuisance and may be abated by the City in the same manner as junk, garbage, and other refuse.
- viii. Niche farming operations shall only be allowed on vacant lots five acres or larger.
 - ix. Traditional small-scale meat processing, butchery, and/or the operation of a meat locker facility shall only be allowed with a special use permit on vacant lots five acres or larger.
 - x. On lots with occupied structures, no crops exceeding four (4) feet in height shall be planted in the front yard nor within ten (10) feet of any side or rear yard property line.
 - xi. On vacant lots, no crops, of any height, shall be planted within the required front yard setback or nearer to the front property line than any principal structure on an adjoining property in the same block face, whichever is a greater distance. Additionally, no crops shall be planted within ten (10) feet of any side or rear yard property line. Areas not under cultivation must be maintained as a lawn.
 - xii. On vacant lots, no more than 30% of the lot area shall be used for gardening.
 - xiii. Crops shall not encroach onto adjacent property or public right-of-way.
 - xiv. Any plant species designated as noxious or invasive in the Illinois Administrative Code, by the Illinois Department of Natural Resources, or in the City of Rock Island Municipal Code is prohibited to be planted.
 - xv. Any fencing and signs provided shall follow all applicable provisions in other City Ordinances.
 - xvi. All pesticides and fertilizers shall be stored and applied in accordance with all applicable State and Federal regulations.
 - xvii. The use of small farm machinery shall be permitted on lots less than one (1) acre where urban agriculture activities exist. The use of large farm machinery is only permitted on lots greater than one (1) acre in Southwest Rock Island and prohibited elsewhere.
 - xviii. Tools, garden supplies, and machinery allowed on vacant lots over one acre shall be stored in an enclosed structure or removed from the property daily.
 - xix. Uncultivated areas and areas between crops shall be maintained in compliance with the City's Weeds and Grass Ordinance.
 - xx. The property shall be maintained free of rotten fruits and vegetables as well as dead crops unless said crops are used as part of a proper or generally accepted erosion or weed control practice.

- xxi. Agriculture uses shall comply with all other applicable State, Federal and local regulations, including, but not limited to, nutrient management, building and fire codes, erosion and sedimentation control, and storm water management.

5. Regulations for Chicken Keeping

a. Location

- i. The keeping of chickens is allowed in all zoning districts as an accessory use as defined by the City's Zoning Ordinance and permitted as a principal use on Urban Farms.
- ii. All chicken enclosures shall be located in a rear yard or on a flat roof top and be at least ten feet (10') from neighboring property lines. On properties one (1) acre in size or larger, the enclosure may be located in a side or front yard provided that the enclosure is at least one hundred feet (100') from the neighboring property lines.

b. Coops and Enclosures

- i. Enclosures shall be secure fenced areas that prevents entry by predators from below, above, and the sides. It shall at a minimum consist of wire fencing or mesh with openings no larger than one inch (1"). Coops and their resident chickens shall be kept inside an enclosure at all times. They shall also be kept clean, dry, odor free, neat, and sanitary at all times.
- ii. Coops shall be designed with a minimum of four (4) square feet per chicken. They shall also be enclosed on all sides, have a roof, secured entrance, and adequate ventilation. Chickens shall be secured within a coop between dusk and dawn.
- iii. The use of scrap, waste board, sheet metal, or similar materials is prohibited in the making of coops and enclosures.
- iv. There shall be no more than one enclosure and one coop therein on any given residential property that is less than one (1) acre.
- v. Chickens outside of an enclosure shall be deemed at-large and subject to capture and removal by the Rock Island Animal Control Officer or their designee. No dog or cat that harms or kills a chicken at-large shall be considered dangerous or aggressive for that reason alone.

c. Food, Water, and Health

- i. Chicken keepers shall provide adequate feed to chickens and secure said feed in such a fashion as to avoid attracting predators or nuisance species.
- ii. Chicken keepers shall ensure that a fresh, convenient source of water is available to chickens at all times.
- iii. Any chicken manure kept on-site shall be stored in a covered container not exceed three (3) cubic feet in volume. All manure not used for composting or fertilizing on the property shall be removed.

- iv. Chickens shall be monitored for health problems common to their species and cared for using common best practice methods. Chickens found to be infested with parasites or disease that may result in unhealthy conditions may be removed by the Rock Island Animal Control Officer or their designee.

d. Maintenance and Conduct

- i. All items associated with the chickens must be kept in sound and usable condition. Chicken keepers shall ensure that no refuse or related materials are left on the ground of the enclosure.
- ii. In any instance where a chicken becomes hostile by exhibiting aggressive characteristics such as pecking or scratching, it shall be removed from the property.
- iii. It is a suggested practice that insecticides, pesticides, and similar chemicals not be used at the property on which chickens are located.
- iv. It is unlawful for any person keep chickens on any property in a manner that threatens the public health or safety, or creates a nuisance.
- v. It shall be unlawful to keep roosters except for agricultural purposes on urban farms. Areas where roosters are kept should be setback one hundred feet (100) from all property lines.
- vi. A maximum of sixteen (16) chickens may be kept on urban gardens. There shall be no maximum number chickens permitted on urban farms or urban gardens over one (1) acre located in Southwest Rock Island.
- vii. Chicken tractors or other mobile enclosures are prohibited.
- viii. Keeping chickens shall be done in accordance with this Article and any other applicable laws.

6. Regulations for Beekeeping

a. Location

- i. Beekeeping is allowed in all zoning districts as an accessory use as defined in the City's Zoning Ordinance provided that apiaries are registered with and inspected by the State in accordance with the Illinois Bees and Apiaries Act. The City reserves the right to ask for proof of registration. If apiaries are not registered with the State, they shall be declared a nuisance and reported to the State.
- ii. All apiaries shall be located in a rear yard or on a flat roof top and be at least ten feet (10') from neighboring property lines with the back of the hive facing the nearest adjoining property. On properties one (1) acre in size or larger, the apiary may be located in a side or front yard provided that the apiary is at least one hundred feet (100') from the neighboring property lines

b. Hives

- i. Beekeeping is allowed in all zoning districts as an accessory use as defined in the City's Zoning Ordinance provided that apiaries

are registered with and inspected by the State in accordance with the Illinois Bees and Apiaries Act. The City reserves the right to ask for proof of registration. If apiaries are not registered with the State, they shall be declared a nuisance and reported to the State.

- ii. All apiaries shall be located in a rear yard or on a flat roof top and be at least ten feet (10') from neighboring property lines with the back of the hive facing the nearest adjoining property. On properties one (1) acre in size or larger, the apiary may be located in a side or front yard provided that the apiary is at least one hundred feet (100') from the neighboring property lines

c. Food, Water, and Health

- i. It is a suggested practice that beekeepers maintain to the greatest extent possible landscaping on their property which provides substantial forage for bees.
- ii. Beekeepers shall ensure that a fresh, convenient source of water is available to bees at all times to make sure that the bees do not congregate at pet water bowls, swimming pools, birdbaths, or other water sources which may cause human or animal contact. The water shall be regularly maintained as not to become stagnant. The water source will be placed in a location that reduces the chances of bees seeking water on neighboring properties.
- iii. Bees shall be monitored for health problems common to their species and cared for using common best practice methods. Bees found to be infested with parasites or in some manner diseased should be removed and humanely disposed of.

d. Maintenance and Conduct

- i. All items associated with the apiary must be kept in sound and usable condition. Beekeepers shall ensure that no honeycomb or related materials are left on the ground of the apiary. If materials are removed from the hive, they will be promptly placed in a sealed container, inside of a building, or other bee-proof area.
- ii. In any instance where a queen bee becomes hostile by exhibiting aggressive characteristics such as stinging or attempting to sting without due provocation, the beekeeper shall requeen the colony with a European honey bee.
- iii. Corrective measures shall be taken to control swarming. Suggested practices include: baiting hives by creating an attractive home, requeen the colony every year with a bee that is less than one year old, and keep items that move lightly in the wind, such as bushes to keep the bees accustomed to movement.
- iv. It is a suggested practice that insecticides, pesticides, and similar chemicals not be used at the property on which an apiary is located.

- v. It is unlawful for any person to maintain an apiary on any property in a manner that threatens the public health or safety, or creates a nuisance.

7. Regulations for Livestock Keeping

a. Location

- i. The keeping of livestock, large or small, is allowed on urban farms as either a principal or accessory use. It shall be unlawful to maintain, keep, or harbor livestock elsewhere in the City.
- ii. Buildings used to house livestock or any outdoor area where livestock is kept must be setback one hundred (100) feet from all property lines, including the front yard, if adjacent to residentially zoned property and setback fifty (50) feet from all property lines in all other cases.

b. General Requirements

- i. One (1) large livestock is permitted per ten thousand (10,000) square feet of parcel area or one (1) small livestock is permitted per five thousand (5,000) square feet of parcel area. The total number of livestock allowed on a given parcel is calculated as cumulative total of both large and small livestock meaning that each livestock, whether large or small, subtracts from the total parcel area available for other livestock.
- ii. Outdoor areas used for keeping livestock shall be secured with a fence that provides the necessary restraints and confinement to prevent said livestock from running at large.
- iii. Any livestock within a required setback area, outside of a confinement, or otherwise off the premise of an urban farm shall be deemed at large and subject to capture and removal by the Rock Island Animal Control Officer or their designee.
- iv. It shall be unlawful to slaughter livestock within the City. This prohibition however does not apply to licensed businesses that are specifically zoned and regulated for slaughtering activities.
- v. The lawful keeping of livestock, which is otherwise made unlawful by reason of the enactment of this chapter, may be continued upon property located within the City provided livestock was maintained thereon prior to the enactment of this chapter, and may be continued until such time as livestock is no longer alive or has been otherwise removed from the property.
- vi. The burden of proving the maintenance of livestock upon a parcel of land within the City prior to the enactment of this chapter shall lie with the person claiming such prior existence.
- vii. Nothing herein shall be deemed to exempt an owner of livestock within the City limits from the enforcement of nuisance or other laws regarding the keeping of such livestock.

8. Controlled Livestock Grazing

a. Location

- i. Controlled livestock grazing may be used to manage vegetation on specific public or private property when a permit is obtained by the contractor. All applicable sections of the City's Code of Ordinances must be complied with at all times when the animals are located on the property.
- ii. Animals used for controlled livestock grazing may not remain on the property for more than thirty (30) consecutive days.
- iii. Controlled grazing shall only be allowed where vegetation, which may include non-native, invasive or noxious species, cannot otherwise be reasonably removed using conventional mechanical methods.

b. General Requirements

- i. Only goats and sheep may be used for controlled grazing within city limits. Only females and castrated males may be used.
- ii. No more than ten (10) goats per every one (1) acre of the controlled grazing area shall be on the premises at one time.
- iii. Temporary fences for the containment of grazing animals must be at least four (4) feet in height and should be checked regularly.
- iv. Temporary electric fences used to pen grazing animals are allowed. Warning signs, at least 2 square feet, must be posted at 15-foot intervals notifying the public of the presence of a dangerous fence and must be visible for the duration of the activity.
- v. To ensure public safety, a warning sign, at least 2 square feet, shall be erected at 15-foot intervals and visible for the duration of the grazing activity.
- vi. Notification of neighbors prior to controlled grazing is not required, but is encouraged.
- vii. The controlled grazing must follow all other applicable City Ordinances.
- viii. All controlled grazing must be carried out in accordance with best animal husbandry practices and all state and local laws related to animal care.

9. Exceptions

- a. Any person, with the permission of the property owner, desiring an exception(s) to the strict application of the regulations of this ordinance may undertake the following actions in accordance with the procedures set forth in the Zoning Ordinance.
 - i. On lots with occupied structures, any person shall be allowed to request a variance.
 - ii. On vacant lots, any person shall be allowed to request a Special Use Permit.

Section Three: Chapter 7, Article VI, Division 4 "Urban Chickens" is hereby deleted and reserved.

Section Four: All ordinances and parts of ordinances in conflict herewith are hereby repealed and replaced insofar as they do so conflict.

Section Five: This ordinance shall be in full force and effect from and after its passage and approval, as required by law.

MAYOR OF THE CITY OF ROCK ISLAND

PASSED: _____

APPROVED: _____

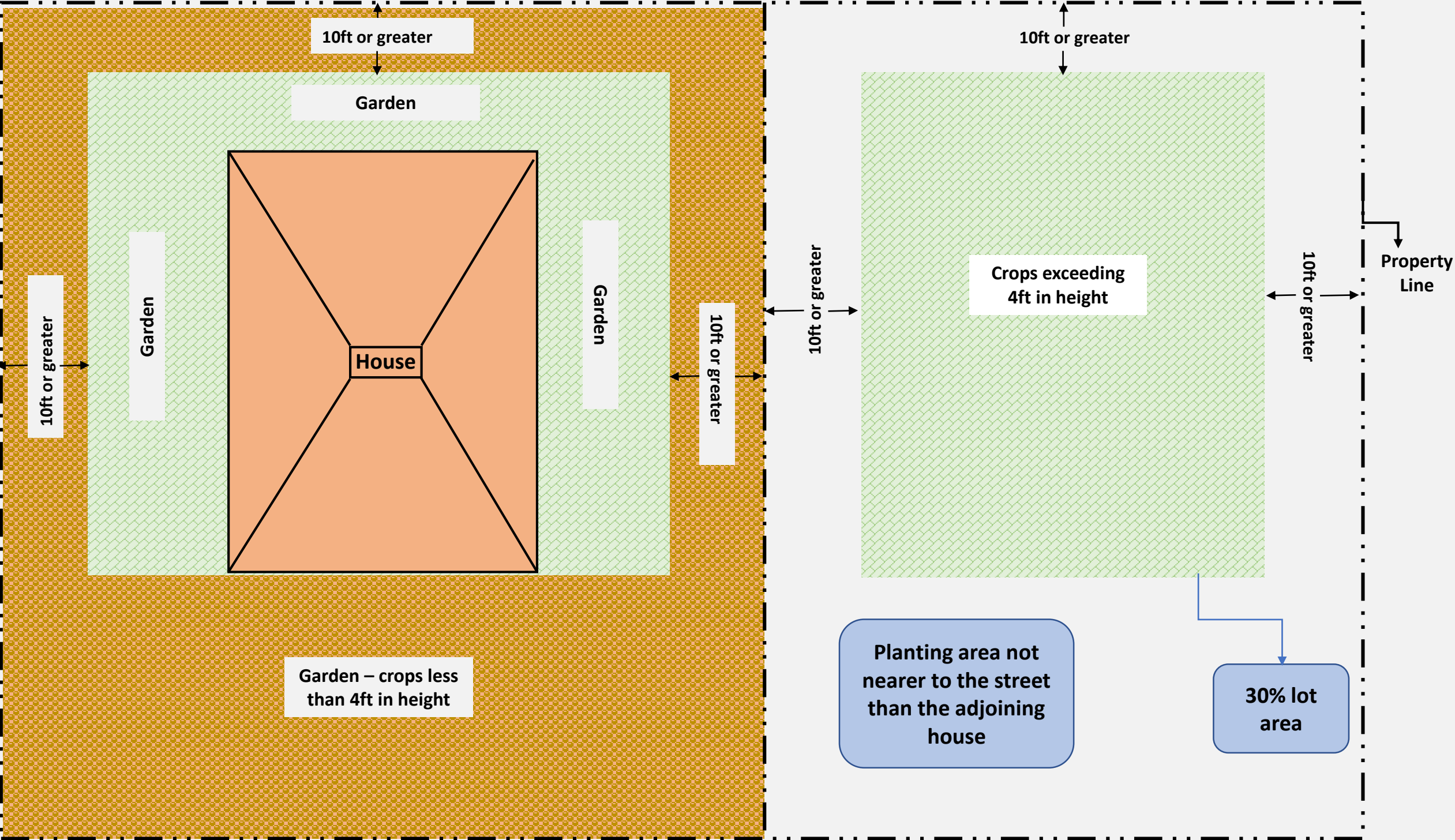
ATTEST: _____

CITY CLERK

DRAFT

For lots with occupied structures

For vacant lots



Memorandum



To: Rock Island City Council

From: Tarah Sipes, Economic Development Manager, Miles Brainard, Director

Subject: Report from the Economic Development Department regarding removal of parcels from the Parkway/I-280 Tax Increment Financing (TIF) District - As Amended. (First Reading)

Motion: Motion to approve the removal of parcels and consider the ordinance.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The removal of two city-owned parcels on Big Island from the Parkway/I-280 TIF has been requested by the Big Island River Conservancy District. Since the parcels are at the northern edge of the expanded district, their removal from the district will not impact the continuity of the remaining parcels. As there is not an active development proposal on the properties, the removal will not negatively impact economic development efforts within the district.

Additionally, the removal of the parcel with the PIN 1621400001 is necessary due to a scrivener's error that included the parcel in the TIF District. Although surrounded by the municipal boundary, this parcel is outside the City and cannot be included in the Parkway/I-280 TIF. This removal will not affect the district's continuity nor negatively impact economic development activities. Given this parcel's location, the City may consider annexation in the future.

Previous Council Action (if any):

Rock Island City Council approved the amended Parkway/I-280 TIF boundaries during their July 14, 2025 meeting.

Budget Impact:

N/A

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

N/A

Council Goal (if applicable):

N/A

Recommendation:

The Economic Development Department recommends that the City Council approve the removal of the parcels with PINs 1616200003, 1616400011, and 1621400001 from the Parkway/I-280 TIF District - As Amended; and consider the attached ordinance.

Submitted by: Tarah Sipes, Economic Development Manager

Approved by:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ROCK ISLAND, ROCK ISLAND COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE PARKWAY/I-280 REDEVELOPMENT PROJECT AREA TO REMOVE CERTAIN PARCELS FROM THE PROJECT AREA

WHEREAS, the Mayor and City Council (collectively, the “*Corporate Authorities*”), of the City of Rock Island, Rock Island County, Illinois (the “*City*”), pursuant to the Tax Increment Allocation Redevelopment Act, as amended (the “*TIF Act*”) (65 ILCS 5/11-74.4-1, *et seq.*), adopted Ordinance No. 107-2004, on November 22, 2004, approving a redevelopment plan and project as set forth in the document entitled the Tax Increment Finance Redevelopment Project Area Redevelopment Plan; Parkway/I-280 Redevelopment Project Area (the “*Redevelopment Plan*”), which sets forth a plan for the redevelopment and revitalization for properties constituting a portion of the City’s commercial area (the “*Project Area*”); and,

WHEREAS, under its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinances 108-2004 and 109-2004, respectively, adopted by the Corporate Authorities on November 22, 2004, designated the Project Area as a “redevelopment project area” as that term is defined under the TIF Act (the “*Project Area*”) and approved tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Project Area; and,

WHEREAS, under its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinances 71-2025, 72-2025 and 73- 2025, respectively, adopted by the Corporate Authorities on July 14, 2025, amended the Project Area; and,

WHEREAS, the Corporate Authorities of the City now desire to amend the Project Area by removing three parcels of property (the “*Removal Parcels*”) legally described in *Exhibit A* and depicted on *Exhibits B and C*, (attached hereto and made a part of) from the Project Area; and,

WHEREAS, pursuant to Section 11-74.4-5(a) of the TIF Act:

“Changes which do not (1) add additional parcel of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further hearing, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, provided for under Section 11-74.4-4.2, and by publication in a newspaper of general circulation within the affected taxing district. Such notice by mail and by publication shall each occur not later than 10 days following the adoption by ordinance of such changes.”

WHEREAS, the removal of the Removed Parcels from the Project Area is a minor change to the Redevelopment Plan and, therefore, does not require the convening of a joint review board or conducting a public hearing pursuant to the procedures of the Act; and,

WHEREAS, the remaining Project Area includes only those contiguous parcels of real property and improvements thereon that will benefit from remaining within the Redevelopment Project Area as provided by the Act.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Rock Island, Rock Island County, Illinois, as follows:

Section 1. The foregoing preambles are adopted as if restated.

Section 2. The Parkway/I-280 Redevelopment Project Area is hereby amended by removing the parcels of real property described and identified by the parcel numbers in *Exhibit A* and depicted on *Exhibit B and Exhibit C*, all Exhibits are attached hereto and made a part hereof.

Section 3. Pursuant to the TIF Act, the amendment made to the Project Area through this Ordinance shall be mailed to registered interested parties and taxing districts, and shall be published in a newspaper of general circulation, no later than ten (10) days following the passage of this Ordinance.

Section 4. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

This ordinance is hereby passed by the affirmative vote of a majority of the members of the Corporate Authorities of the City of Rock Island, Illinois, at a regular meeting of the Corporate Authorities on the 28th day of July, 2025, upon a roll call vote as follows:

“Ayes”

“Nays”

“Absent”

PASSED this 28th day of July, 2025.

City Clerk

APPROVED this 28th day of July, 2025.

Mayor

Recorded in the Municipality’s Records on July 29, 2025.

EXHIBIT A

Lot 1: PIN 1616200003

Legal Description

Part of the Northeast Quarter of Section 16, Township 17 North, Range 2 West of the 4th Principal Meridian, City of Rock Island, Rock Island County, Illinois, more particularly described as follows:

Commencing at the East Quarter corner of said Section 16; thence North 88°50'04" West along the South line of said Northeast Quarter, a distance of 1303.50 feet to the point of beginning; thence continuing West along said line, a distance of 598.07 feet to the intersection with the Easterly right of way line of Interstate Route 280; thence following said Easterly right of way line and the Easterly right of way line of Illinois Route 92, North 20°19'52" East, a distance of 22.57 feet; thence North 12°17'52" West, a distance of 415.16 feet; thence North 26°32'50" East, a distance of 1571.07 feet to the intersection with the East line of the Northwest Quarter of said Northeast Quarter; thence South 0°44' 03" West along said East line and the East line of the Southwest Quarter of said Northeast Quarter, a distance of 1844.54 feet to the point of beginning.

Lot 2: PIN 1616400011

Legal Description

Part of the Southeast Quarter of Section 16, Township 17 North, Range 2 West of the 4th Principal Meridian, City of Rock Island, Rock Island County, Illinois, more particularly described as follows:

Commencing at the Southeast corner of said Section 16, said point being the point of beginning; thence North 88°47'12" West along the South line of said Section 16, a distance of 239.83 feet to a concrete right of way marker at the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 7489.49 feet, a central angle of 15°30'30", and a chord of 2020.99 feet bearing North 48°11'40" West; thence following the Easterly right of way line of Interstate Route 280, Northwest along said curve, a distance of 2027.17 feet; thence South 88°57'00" East, a distance of 14.80 feet; thence North 24°52'07" West, a distance of 319.82 feet; thence North 11°55'22" East, a distance of 708.85 feet; thence North 21°26'47" West, a distance of 128.58 feet; thence leaving said right of way line, South 88°39'10" East, a distance of 76.64 feet; thence North 1°10'57" East, a distance of 223.00 feet to the intersection with the North line of said Southeast Quarter; thence South 88°50'04" East along said North line, a distance of 234.62 feet; thence South 1°14'44" West along the West line of Lot 1 in Dennis Subdivision, a distance of 303.79 feet to the Southwest corner of said Lot 1; thence South 88°50'21" East, a distance of 165.00 feet to the Southeast corner of said Lot 1; thence North 1°12'53" East along the East line of said Lot 1, a distance of 303.78 feet to the intersection with said North line of the Southeast Quarter; thence South 88°50'04" East, a distance of 16.73 feet; thence South 1°12'53" West along the West line of Voss Subdivision No. 2, a distance of 234.84 feet to the Northwest corner of Lot 3; thence following the Northerly line of said Lot 3, South 88°53'46" East, a distance of 214.06 feet; thence North 2°35'54" East, a distance of 35.00 feet; thence

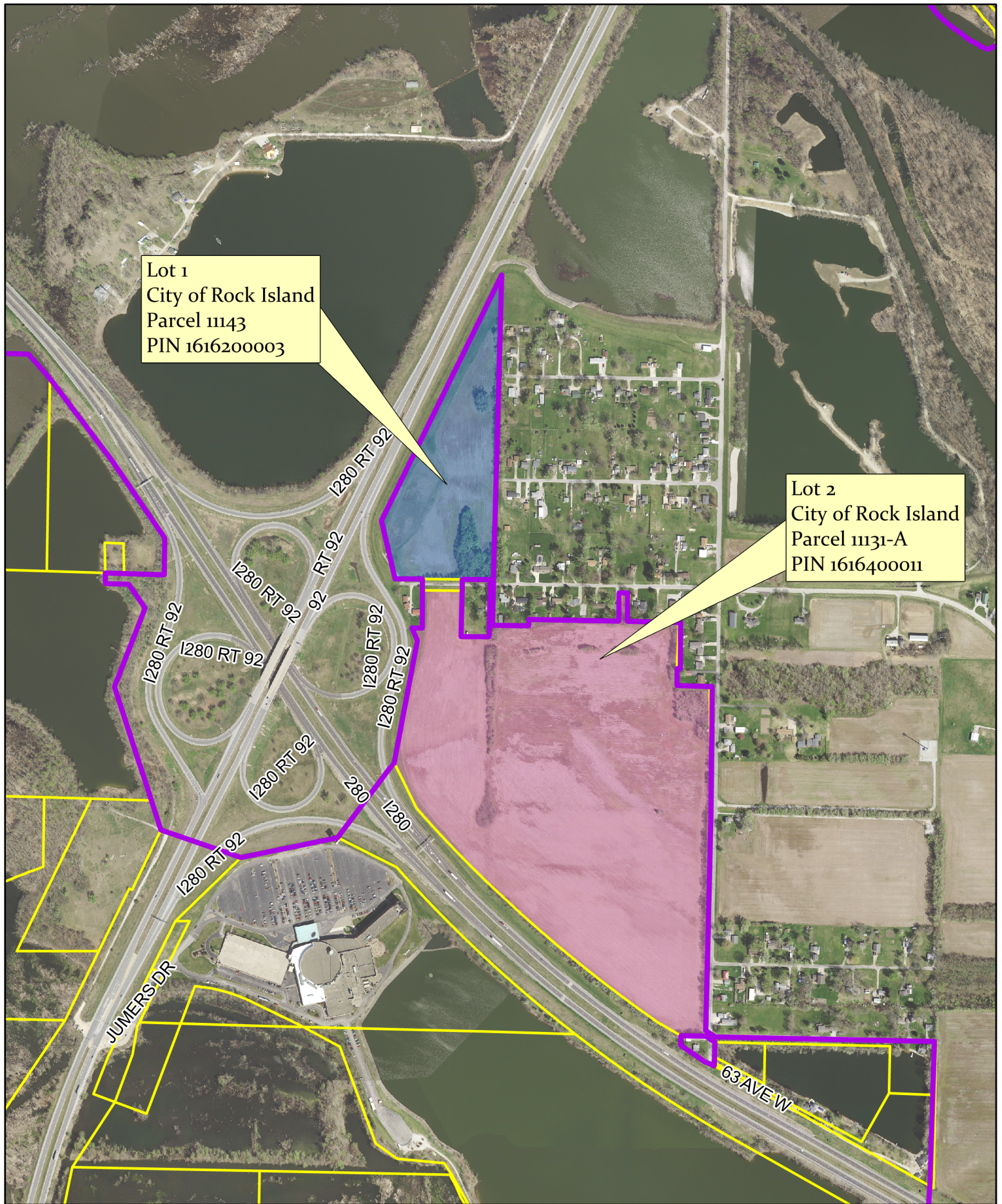
South 88°47'13" East, a distance of 532.88 feet; thence North 2°29'52" East, a distance of 160.17 feet; thence South 88°47'03" East, a distance of 49.92 feet; thence South 2°27'02" West, a distance of 160.14 feet; thence South 88°47'08" East, a distance of 302.77 feet to the Southeast corner of Voss Subdivision No. 3; thence South 1°11'41" West, a distance of 274.43 feet; thence North 85°31'41" West, a distance of 2.00 feet to the Northwest corner of Voss Subdivision; thence South 1°23'23" West, a distance of 100.00 feet to the Southwest corner of Voss Subdivision; thence South 88°46'48" East along the South line of Voss Subdivision, a distance of 230.27 feet to the intersection with the East line of said Southeast Quarter of Section 16; thence South 1°18'12" West, a distance of 2066.86 feet to the point of beginning.

Lot 3: PIN 1621400001

Legal Description

A tract of land in the Northwest corner of the Southeast Quarter of Section 21, Township 17 North, Range 2 West of the Fourth Principal Meridian, bounded and described as follows:

Beginning at the center of said Section 21, running thence East on the Quarter Section Line a distance of 366.9 feet to a point in the center of the channel of the South branch of Rock River (old channel) of Mill Creek; thence South 30 degrees 52 minutes West along the center of the channel of the South branch of Rock River, a distance of 207.4 feet; thence South 18 degrees 55 minutes West along the center line of said channel 322.7 feet; thence North 69 degrees 44 minutes West 156.9 feet, to a point on the East Line of the East Half of the Southwest Quarter of said Section 21; thence North 1 degree 9 minutes West 428.1 feet to the place of beginning; Situated in Rock Island County, Illinois; Also, a parcel of land adjoining the above described tract of land on the South, said parcel of land being 41 feet in width North and South and extending from the said East Line of the East Half of the Southwest Quarter of said Section 21 Easterly to the East Line of the above described tract of land extended. The North Line of the said parcel of land being the South Line of the above described tract.



Lot 1
City of Rock Island
Parcel 11143
PIN 1616200003

Lot 2
City of Rock Island
Parcel 11131-A
PIN 1616400011

Exhibit B Location Map Parcel 11143 & Parcel 11131-A	 Rock Island Municipal Boundary City Parcels Lot 1 - Parcel 11143 Lot 2 - Parcel 11131-A	  N 0 200 400 800 1,200  Feet
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Exhibit C Location Map Parcel 11194, PIN 1621400001	 Lot 3 - Parcel 11194 City Parcels Rock Island Municipal Boundary 	 N 0 50 100 200 300 400 500 Feet
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Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Traffic Engineering Committee regarding a request from Kim Romano to remove the handicapped parking space at 3752 12th Street. (First Reading)

Motion: Motion to approve the request and consider the ordinance.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The Traffic Engineering Committee received a request from Kim Romano to remove the handicapped parking space at 3752 12th Street since it is no longer needed.

Previous Council Action (if any):

Budget Impact:

The cost to the City to remove the handicapped parking signs is minimal.

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Traffic Engineering Committee recommends that the City Council approve the request and consider the ordinance.

Submitted by: Michelle Martin, Manager

Approved by:

**A SPECIAL ORDINANCE
REMOVING A HANDICAPPED PARKING SPACE
IN THE CITY OF ROCK ISLAND, ILLINOIS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK ISLAND, ILLINOIS:

Section One. That the handicapped parking space established at 3752 12th Street, in the City of Rock Island, Illinois, be and is hereby removed.

Section Two. All ordinances and parts of ordinances in conflict herewith are hereby repealed insofar as they do so conflict.

Section Three. This ordinance shall be in full force and effect 10 days from its passage and approval, as required by law.

MAYOR OF THE CITY OF ROCK ISLAND

PASSED:

APPROVED:

ATTEST: _____
CITY CLERK

Online Form Submittal: Handicapped Parking Space Removal

TEC#25-17

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: pubworksmail@rigov.org

Mon, Jul 14, 2025 at 1:54 PM

Handicapped Parking Space Removal

This form is to be used for the removal of a handicapped parking space.

CONTACT INFORMATION (Person requesting that the handicapped parking space be removed.)

First Name Kim

Last Name Romano

Property Address 1 3752- 12th St.

Property Address 2 *Field not completed.*

City Rock Island

State IL.

Zip 61201

Phone Number 619-884-3200

Email Address kimromanofashionexch@gmail.com

What is the address of the handicapped parking space to be removed? 3752-12th St., Rock Island, IL. 61201

Do you own the property? Yes

If NO, please provide the name, address, and telephone number of the property owner: *Field not completed.*

List the reason for the request to remove the handicapped parking space: The 2 signs were there for the previous owner.

Please provide any additional information that may be of assistance to the Traffic Engineering Committee and 2 signs in front of the house on 12th St.

the City Council members
when they review your
request:

Email not displaying correctly? [View it in your browser.](#)

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Traffic Engineering Committee regarding a request from Daniel Bounds to remove the handicapped parking space at 1529 10th Avenue. (First Reading)

Motion: Motion to approve the request and consider the ordinance.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The Traffic Engineering Committee received a request from Daniel Bounds to remove the handicapped parking space at 1529 10th Avenue since it is no longer needed.

Previous Council Action (if any):

Budget Impact:

The cost to the City to remove the handicapped parking signs is minimal.

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Traffic Engineering Committee recommends that the City Council approve the request and consider the ordinance.

Submitted by: Amanda Torres, Deputy Clerk

Approved by:

**A SPECIAL ORDINANCE
REMOVING A HANDICAPPED PARKING SPACE
IN THE CITY OF ROCK ISLAND, ILLINOIS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK ISLAND, ILLINOIS:

Section One. That the handicapped parking space established at 1529 10th Avenue, in the City of Rock Island, Illinois, be and is hereby removed.

Section Two. All ordinances and parts of ordinances in conflict herewith are hereby repealed insofar as they do so conflict.

Section Three. This ordinance shall be in full force and effect 10 days from its passage and approval, as required by law.

MAYOR OF THE CITY OF ROCK ISLAND

PASSED:

APPROVED:

ATTEST: _____
CITY CLERK

Online Form Submittal: Handicapped Parking Space Removal

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: pubworksmail@rigov.org

Fri, May 16, 2025 at 9:58 AM

Handicapped Parking Space Removal

This form is to be used for the removal of a handicapped parking space.

CONTACT INFORMATION (Person requesting that the handicapped parking space be removed.)

First Name	Daniel
Last Name	Bounds
Property Address 1	1529 10th Ave
Property Address 2	Field not completed.
City	Rock island
State	IL
Zip	61201
Phone Number	+1 (309) 292-5302
Email Address	Bounds.danny@gmail.com
What is the address of the handicapped parking space to be removed?	152910th Ave Rock Island IL. 61201
Do you own the property?	Yes
If NO, please provide the name, address, and telephone number of the property owner:	Field not completed.
List the reason for the request to remove the handicapped parking space:	I closed on property 05/16 to purchase property and don't need the handicap parking space at this residence. It was for a previous owner.
Please provide any additional information that may be of assistance to the Traffic Engineering Committee and	It is directly in front of the property of 1529 10th Ave Rock Island IL.

the City Council members
when they review your
request:

Email not displaying correctly? [View it in your browser.](#)

Memorandum



To: Rock Island City Council
From: Amanda Torres, Deputy Clerk
Subject: Report from the City Clerk's Office regarding requests from Greater Antioch Baptist Church to use sound amplification and to close 10th Avenue between 14th & 14 1/2 Streets on Sunday, August 3, 2025, from 9 a.m. to 12:30 p.m. for their annual outdoor worship service.
Date: July 28, 2025

Introduction and Background Information:

Attached is an application from Greater Antioch Baptist Church of 929 14th Street requesting to close off 10th Avenue between 14th Street and 14 1/2th Street on Sunday, August 3rd, from 9:00 a.m. to 12:30 p.m. for their annual outdoor worship service.

Food will not be sold. Sound amplification will be used, and the expected distance that sound will be thrown is 150 yards.

They will have a 10' x 10' tent to cover the musicians, equipment, microphone and podium.

Jeanette Petty of Greater Antioch Baptist Church has provided two lists of signatures from local residents that approve both the street closing and sound amplification. A certificate of insurance is also attached.

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

It is recommended the Council approves the requests.

Submitted by: Amanda Torres, Deputy Clerk

Approved by:



ROCK ISLAND
ILLINOIS

CITY OF ROCK ISLAND

PERMIT APPLICATION

STREET CLOSING REQUEST

APPLICANT INFORMATION

CONTACT NAME	ADDRESS	CITY	STATE	ZIP CODE
Greater Antioch Church	929 14 th St.	Rd	Ill.	61201
TELEPHONE NO.				
309-786-4238				

ALTERNATE NAME	ADDRESS	CITY	STATE	ZIP CODE
Jeanette Petty	524 4 th St.	Rd	Ill.	61201
TELEPHONE NO.				
309-786-5442 - 309-788-2967				

Street/alley to be blocked off: (attach map if possible) 10th Ave (Including Alley) St/Ave 10th
between 10th St/Ave and 14th St/Ave

Day(s)	Date(s)	Start Time	End Time
1 - Sunday	8/3/25	9:00 AM	12:30 PM

TYPE OF EVENT – PURPOSE (Block party, etc.) Cut Dear Worship Service

Will AMPLIFIED sound be used? YES ☒ NO ☐

If YES – a Sound Amplification Permit is required. Applications are available from the City Clerk. Fee for Sound Amplification Permit is \$25.00 per day. Sound Amplification after 6:00 pm and/or on Sundays requires approval by the City Council.

Will ALCOHOL be sold/consumed? YES ☐ NO ☒

Will a TENT be used? YES ☒ NO ☐

TENT SIZE 10x10

Will FOOD be sold?

YES _____

NO ✓ _____

If YES – the City Health Inspector will be notified by the City Clerk and will contact you.

A Certificate of Insurance naming the City of Rock Island as additional insured in an amount not less than \$300,000 for any person and \$500,000 for any one accident is required.

SIGNATURES of persons affected by the street/alley closing MUST be submitted on attached petition indicating their approval or disapproval of the street/alley closing. (If using Sound Amplification, neighbors' approval must also be obtained and can be provided on same form.)

This request requires City Council approval and must be received by the City Clerk at least two weeks before the City Council Meeting prior to your event. The City Council meets on the second and fourth Mondays of each month. When there is a City legal holiday on the fourth Monday, the meeting will be held on the third Monday of the month.

If approved, barricades will be delivered the Friday prior to your weekend event. If event is during the week, barricades will be delivered one working day prior to the event date. You will be responsible for setting up and taking down the barricades, and returning them to the corners where they were delivered so they may be picked up on the Monday following the weekend event/day following week day event.

Janette Petty
Signature of Applicant

7-9-25
Date of Application

DO NOT WRITE BELOW THIS LINE...TO BE COMPLETED BY THE CITY CLERK'S OFFICE

Public Works	Police	City Council	Insurance
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City Clerk Approval Date

License Number

License Issued Date

Return completed application and additional documents to:
City Clerk's Office, 1528 3rd Avenue, Rock Island, IL. 61201
(309) 732-2010

STREET/ALLEY CLOSING APPROVAL PETITION

We, the undersigned, approve of the requested street/alley closing for 929 14th ST/AVE
 between 10th ST/AVE and 14th ST/AVE
 from 9:00 AM to 12:30 PM on 8-3-25 (Sunday)
 Start Time End Time Day (s) / Date (s)

We understand that a Out Door Worship service is to be held on the aforementioned date(s).
 We have also been notified of any Sound Amplification in conjunction with this event.

NAME	ADDRESS	APPROVE STREET CLOSING	APPROVE SOUND AMPLIFICATION
Simon Milton	905 14 th St	✓	✓
Dorothy Tinsell	1004 14 th St	✓	✓
Alberta Lewis	1008 14 th St	✓	✓
Bryan Gay	1011 14 th St	✓	✓
Valerie Gay	1011 14 th St	✓	✓
Danpelle Drummond	1124 14 th	✓	✓
Sony Gay	1228 14 th St	✓	✓
David Strick	1230 14 th	✓	✓
Bonita J	1305	✓	✓
Connie Munge	1229 14 th	✓	✓
Carole Rine	1025 14 th St	✓	✓
Ernest J. Davis	1031 14 th St	✓	✓
Jim Lockett	1037 14 th St	✓	✓
Betty Gay	1014 14 th St	✓	✓



ROCK ISLAND
ILLINOIS

CITY OF ROCK ISLAND

LICENSE APPLICATION

SOUND AMPLIFICATION

FEE: \$25/ Per Day

APPLICANT INFORMATION

BUSINESS/ORGANIZATION NAME	ADDRESS	CITY	STATE	ZIP CODE
Greater Antioch Church	929 14th Street	RI	IL	61201
TELEPHONE NO.				
309-786-4238				

APPLICANT'S NAME	ADDRESS	CITY	STATE	ZIP CODE
Jeanette Petty	524 6th Street	RI	Ill.	61201
TELEPHONE NO.				
309-716-5462 - 309-788-2967				

DATE (S) OF ACTIVITY	TIME OF ACTIVITY (TO - FROM)
8-3-25 (Sunday)	9:00 AM - 12:30 PM
TYPE OF EVENT	WHERE EVENT WILL BE HELD
Out Door Worship Service	Church Parking Lot

Estimate distance sound will be thrown: 150 yards

Is the proposed location within 300 feet of the property line of any church, hospital, school or courthouse?

Yes ☒ No ☐

ADDITIONAL DETAILS REGARDING EVENT (Outdoor alcohol consumption, use of tent, etc.):

A 10 x 10 Tent will be used to cover the
musicians, equipment-microphone-podium Area

SIGNATURES of persons in the range of the Sound Amplification MUST be submitted on attached petition indicating their approval or disapproval of the use of Sound Amplification.

Sound Amplification after 6:00 pm and/or on Sundays requires approval of City Council and must be received by the City Clerk at least two weeks before the City Council Meeting prior to your event. The City Council meets the second and fourth Mondays of the month except when the fourth Monday is a legal holiday; then the City Council will meet on the third Monday of the month.

Janette Petty
Signature of Applicant

11-9-25
Date of Application

DO NOT WRITE BELOW THIS LINE...TO BE COMPLETED BY THE CITY CLERK'S OFFICE

City Council Approval Date (If applicable)

City Clerk Approval Date

License Fee

License Fee Receipt Number

License Number

License Issued Date

Return Completed Application to:
City Clerk's Office, 1528 3rd Avenue, Rock Island, IL. 61201
(309) 732-2010

SOUND AMPLIFICATION NEIGHBORHOOD APPROVAL PETITION

We, the undersigned, approve/disapprove of Greater Antioch Church's request
for use of Sound Amplification during an event to be held at 929 14th Street
Location
from 9:00 AM to 12:30 PM on Sunday - August 3
Start Time End Time Day (s) / Date (s)

NAME	ADDRESS	APPROVE SOUND AMPLIFICATION?	
		YES	NO
Simon Milton	905 14 th St	✓	
Darrelly Tarnest	1004 14 th St	✓	
Alberta Lewis	1008 14 th St	✓	
Bryan Guy	1011 14 th St	✓	
Valerie Guy	1011 14 th St	✓	
Danyelle D...	1624 14 th St.	✓	
SONNY LEAN	1220 14 St	✓	
David Small	1230 14 St	✓	
Bonte Eddy	1305 14 St	✓	
Conrad Mingo	1209 14 St	✓	
Cristian Ruvakaba	1028 14 th St	✓	
Erman J. Morris	1031 14 th St	✓	
Joe Miller	1037 14 th St	✓	
Betty Bay	1014 14 1/2 St.	✓	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2025

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 Lightwell Insurance Advisors of Iowa, LLC 275 West Kiehl Ave Sherwood, AR 72120	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (800) 604-1401 E-MAIL ADDRESS: service.ia@lightwell.com														
INSURED Greater Antioch Baptist Church PO Box 6343 Rock Island, IL 61201	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Brotherhood Mutual Insurance</td><td>13528</td></tr><tr><td>INSURER B :</td><td></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></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Brotherhood Mutual Insurance	13528	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Brotherhood Mutual Insurance	13528														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		12M5A0482472	10/16/2024	10/16/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER: General Aggregate						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Rock Island is an additional insured on Policy #482472, as it relates to the church's Outdoor Sunday Morning Special Service Back to School event for children and families in the community on 8/3/2025.

CERTIFICATE HOLDER

CANCELLATION

City of Rock Island
1528 3rd Ave
Rock Island, IL 61201

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

Memorandum



To: Rock Island City Council
From: Amanda Torres, Deputy Clerk
Subject: Report from the City Clerk's Office regarding a request from IMPAACT Real Youth Empowerment to close 9th Street between 6th & 7th Avenues on Saturday, August 9, 2025 from 10 a.m. to 4 p.m. for their BackPaacts with Purpose Drive.
Date: July 28, 2025

Introduction and Background Information:

Shania Jones of IMPAACT Real Youth Empowerment has submitted an application requesting the temporary closure of 9th Street between 6th & 7th Avenues on Saturday, August 9th from 10 a.m. until 4 p.m. for their BackPaacts with Purpose Drive. They have also reserved MLK Park for this event through the Parks & Recreation Department. Sound amplification will be used. The permit will be issued through the Parks & Recreation Department.

Free backpacks and school supplies will be given away to school students. There will also be \$5 meals for food, raffles for a chance to win a gift card, basketball, a creative arts station and youths of all ages will have a chance to showcase their talents.

A certificate of insurance is forthcoming.

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

It is recommended the Council approve the request.

Submitted by: Amanda Torres, Deputy Clerk

Approved by:

CITY OF ROCK ISLAND

PERMIT APPLICATION

STREET CLOSING REQUEST

APPLICANT INFORMATION

CONTACT NAME	ADDRESS	CITY	STATE	ZIP CODE
Shania Jones	1625 2nd Ave #307	Rock Island	IL	61201
TELEPHONE NO.				
(608) 260-5887				

ALTERNATE NAME	ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NO.				

Street/alley to be blocked off: (attach map if possible) 9th St/Ave
between _____ St/Ave and _____ St/Ave

Day(s)	Date(s)	Start Time	End Time
Saturday	8-9-2025	10am	4pm

TYPE OF EVENT – PURPOSE (Block party, etc.) Back Paacts With Purpose Drive

Will AMPLIFIED sound be used? YES ☒ NO ☐

If YES – a Sound Amplification Permit is required. Applications are available from the City Clerk. Fee for Sound Amplification Permit is \$25.00 per day. Sound Amplification after 6:00 pm and/or on Sundays requires approval by the City Council.

Will ALCOHOL be sold/consumed? YES ☐ NO ☒

Will a TENT be used ? YES ☐ NO ☒ TENT SIZE _____

Will FOOD be sold?

YES /

NO

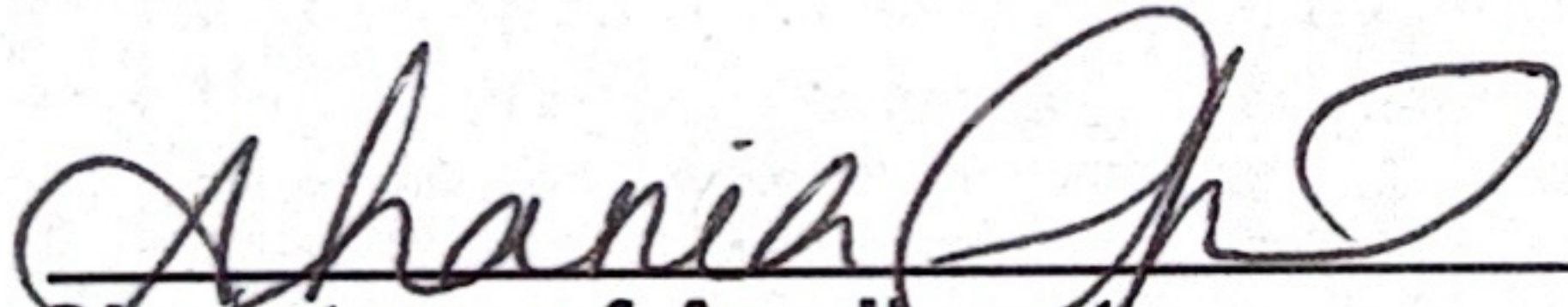
If YES – the City Health Inspector will be notified by the City Clerk and will contact you.

A Certificate of Insurance naming the City of Rock Island as additional insured in an amount not less than \$300,000 for any person and \$500,000 for any one accident is required.

SIGNATURES of persons affected by the street/alley closing MUST be submitted on attached petition indicating their approval or disapproval of the street/alley closing. (If using Sound Amplification, neighbors' approval must also be obtained and can be provided on same form.)

This request requires City Council approval and must be received by the City Clerk at least two weeks before the City Council Meeting prior to your event. The City Council meets on the second and fourth Mondays of each month. When there is a City legal holiday on the fourth Monday, the meeting will be held on the third Monday of the month.

If approved, barricades will be delivered the Friday prior to your weekend event. If event is during the week, barricades will be delivered one working day prior to the event date. You will be responsible for setting up and taking down the barricades, and returning them to the corners where they were delivered so they may be picked up on the Monday following the weekend event/day following week day event.


Signature of Applicant

7-23-25
Date of Application

DO NOT WRITE BELOW THIS LINE...TO BE COMPLETED BY THE CITY CLERK'S OFFICE

Public Works	Police	City Council	Insurance
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City Clerk Approval Date

License Number

License Issued Date

**Return completed application and additional documents to:
City Clerk's Office, 1528 3rd Avenue, Rock Island, IL. 61201
(309) 732-2010**

STREET/ALLEY CLOSING APPROVAL PETITION

We, the undersigned, approve of the requested street/alley closing for 9th st ST/AVE
between 9th st ST/AVE and 6-7th ave ST/AVE
from 10am to 4pm on Saturday August 9, 2025
Start Time End Time Day (s) / Date (s)

We understand that a Back PAACTS With Purpose ^{Drive} is to be held on the aforementioned date(s).
We have also been notified of any Sound Amplification in conjunction with this event.

NAME	ADDRESS	APPROVE STREET CLOSING	APPROVE SOUND AMPLIFICATION
Azco Julien	630 9th st Rock Island IL, 61201	yes	yes

Memorandum



To: Rock Island City Council
From: Amanda Torres, Deputy Clerk
Subject: Report from the City Clerk's Office regarding a request from the MLK Center to use sound amplification on Saturday, August 30, 2025, from 8 a.m. to 8 p.m.; a request to close 9th Street between 12th and 13th Avenues on Friday, August 29, 2025 through Saturday, August 30, 2025, from 8 a.m. to 10 p.m. for their Soul of the City event; a request to hold a parade on Saturday, August 30, 2025; and a request to waive all fees.
Date: July 28, 2025

Introduction and Background Information:

Attached are applications from the MLK Center for their annual Soul of the City event and parade.

The event will take place at a new location this year at Franklin Field. Organizers have requested the closure 9th Street between 12th & 13th Avenues beginning at 8 a.m. Friday, August 29th until 10 p.m. Saturday, August 30th. Sound amplification on Saturday, August 30th from 8 a.m. until 8 p.m. is also requested.

Food will be sold, and a list of vendors will be forwarded to the health inspector. The event will have a rib contest, merchant vendors, informational booths, live entertainment and activities for youth and families.

The parade is scheduled for August 30th. Setup will begin at 7:30 a.m. and the parade will start at 10 a.m. The parade route will begin at 26th Avenue & 9th Street and will proceed north on 9th Street to Franklin Field (1251 9th Street) where it will disband. The parade is expected to conclude at 12 p.m. They will have 20 volunteers available for traffic control.

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

It is recommended that Council approve the event and requests as recommended.

Submitted by: Amanda Torres, Deputy Clerk

Approved by:

Parade

CITY OF ROCK ISLAND
LICENSE APPLICATION



ACTIVITY PERMIT

APPLICANT INFORMATION

NAME of EVENT: **Soul of the City 2025**

SPONSOR NAME/ORGANIZATION	ADDRESS	CITY	STATE	ZIP CODE
MLK Center	630 9th Street	RI	IL	61201
TELEPHONE NO.				

CONTACT PERSON	ADDRESS	CITY	STATE	ZIP CODE
Kristia LeShoure	630 9th Street	RI	IL	61201
TELEPHONE NO.				
309-732-2999				

ACTIVITY DETAILS

Type of Activity: (Check Appropriate Activity)

Parade ☒	Run	Walk ☒	March ☒	Bicycle Ride ☒	Other (specify below)
--	-----	--	---	--	-----------------------

The MLK Center in partnership with the West End Ribfest will host the 2025 Soul of the City Event.

The event features a parade, food/merchant/resource vendors, entertainment, a rib contest and family activities.

DATE OF ACTIVITY (MONTH/DAY/YR)	EVENT START TIME (AM/PM)	EVENT END TIME (AM/PM)
08/30/2025	8:00 am 10 am	8:00 pm noon
SETUP OF EVENT (MONTH/DAY/YR)	SET UP BEGINS (AM/PM)	SET UP ENDS (AM/PM)
08/29/2025	8:00 am 7:30 am	5:00 pm 10 am

8/30/2025

Estimated number of: (Place Number in Appropriate Box)

Participants: 500	Floats: 5	Vehicles: 25	Bands: 5	Wheelchairs:	Horses: 0	Other:
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CITY OF ROCK ISLAND

LICENSE APPLICATION

Number of volunteers available for traffic control: approx. 20

Contact the Police Department to arrange for traffic control. Telephone Number: (309) 732-2402

Tail car provided by sponsor: Yes _____ No ☒

Ambulance/first aid provided by sponsor: Yes _____ No _____

Route for Activity: Detailed description and map of city streets and property involved in activity must be attached to this application. Starting and ending locations as well as direction of travel need to be clearly indicated. If State-owned streets are included in route, Department of Transportation permission will be required for closing of streets. Please allow additional time (at least one month to six weeks) for this to be completed.

Are any State-owned streets involved? Yes _____ No _____ Unknown _____

Identify State-owned streets, if known. _____

Does sponsor provide barricades? Yes ☒ No _____

Are barricades required from City? Yes ☒ No _____ Qty _____

Insurance requirements: In submitting this application, the undersigned agrees to provide certification of Liability Insurance Coverage for this event in an amount not less than \$300,000.00 for any person, and \$500,000.00 for any one accident, with the City of Rock Island being listed as additional insured for claims or damages which may arise out of said event. The undersigned further agrees to reimburse the city of Rock Island for any and all costs that exceed \$200.00 for the use of City streets and personnel.

Notification to Residents: In the case of applications for new events and/or new routes, the sponsor of said new event shall notify the residents and/or businesses located along said race route, parade route, or other, for that specific activity, in writing, at least three (3) weeks prior to City Council consideration. Prior to Council consideration, sponsor shall notify and obtain written approval or disapproval from the residents and/or businesses and submit a copy of same to the City Clerk. Any resident and/or business who objects to said event shall have the opportunity to be heard at the City Council meeting during which time the event is to be considered.

Note: The sponsor notification form for any new event/route is available in the City Clerk's office.

A copy of your application will be submitted to the Police Department for assistance with any needed traffic control. All required insurance papers must be attached to this application. Permit cannot be issued without proof of insurance.

Signature of Applicant

02/06/2025

Date of Application

CITY OF ROCK ISLAND

LICENSE APPLICATION

DO NOT WRITE BELOW THIS LINE...TO BE COMPLETED BY THE CITY CLERK'S OFFICE

**City Council Approval
Date**

**City Clerk Approval
Date**

**Route Map and/or
Information Included**

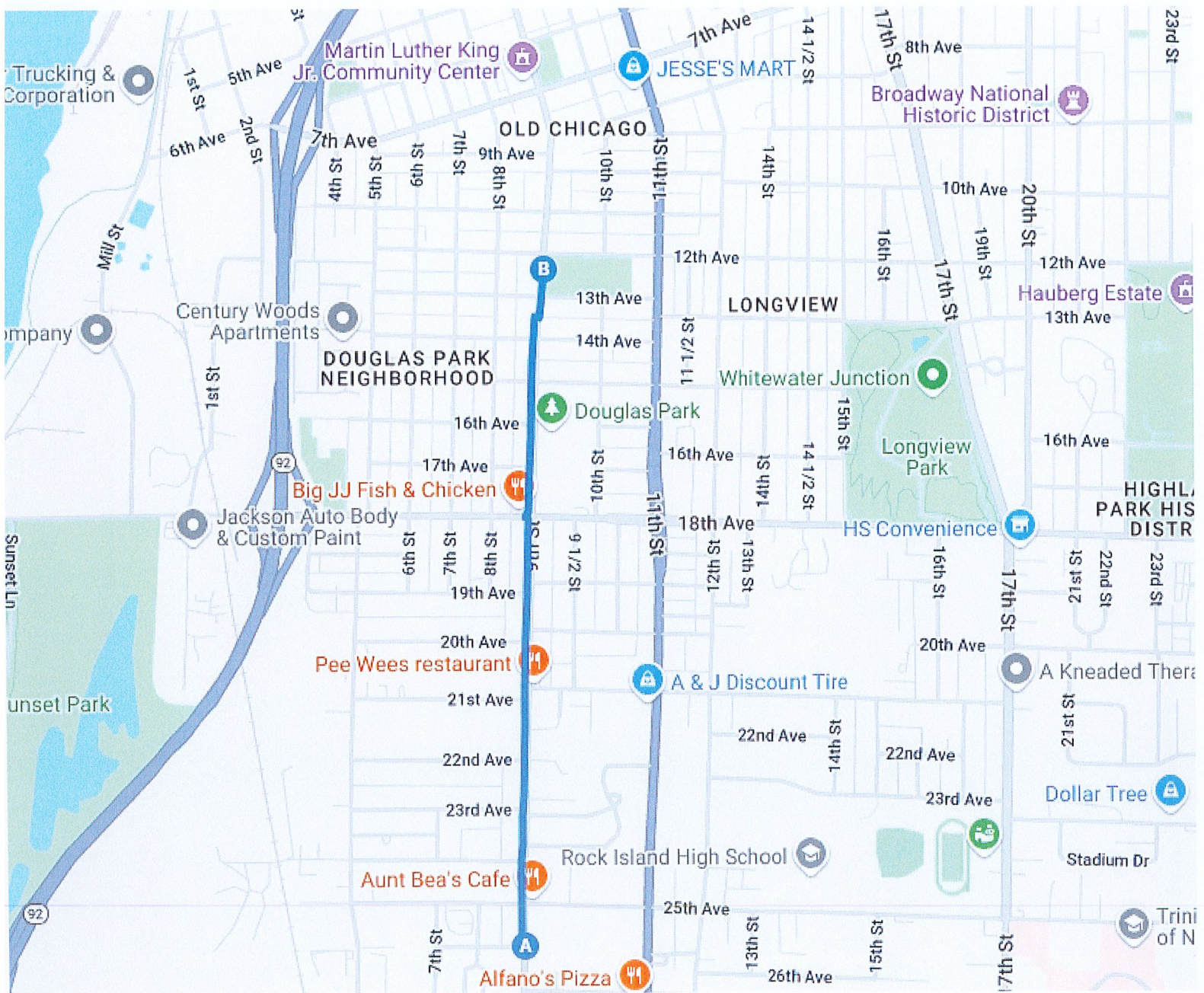
**Insurance Information
Included**

License Number

License Printed Date

License Delivery Date

**Return Completed Application with Cover Letter, Map, and Certificate of Insurance to:
City Clerk's Office, 1528 3rd Avenue, Rock Island, IL. 61201
(309) 732-2010**



CITY OF ROCK ISLAND

PERMIT APPLICATION

STREET CLOSING REQUEST

APPLICANT INFORMATION

CONTACT NAME	ADDRESS	CITY	STATE	ZIP CODE
Kristia LeShoure	630 9th Street	RI	IL	61201
TELEPHONE NO.				
309-732-2999				

ALTERNATE NAME	ADDRESS	CITY	STATE	ZIP CODE
Moses Robinson, Jr.	630 9th Street	RI	IL	61201
TELEPHONE NO.				
309-732-2999				

Street area to be blocked off: (attach map if possible) 9th Street St/Ave
between 12th Avenue St/Ave and 13th Avenue St/Ave

Day(s)	Date(s)	Start Time	End Time
Friday & Saturday	August 29-30, 2025	8:00 am	8:00 ¹⁰ pm

TYPE OF EVENT – PURPOSE (Block party, etc.) Soul of the City (Community Event)

Will AMPLIFIED sound be used? YES ☒ NO ☐

If YES – a Sound Amplification Permit is required. Applications are available from the City Clerk. Fee for Sound Amplification Permit is \$25.00 per day. Sound Amplification after 6:00 pm and on Sundays requires approval by the City Council.

Will FOOD be sold? YES ☒ NO ☐

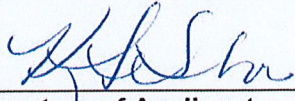
If YES – the City Health Inspector will be notified by the City Clerk and will contact you.

If event is open to the public, a Certificate of Insurance naming the City of Rock Island as additional insured is required.

SIGNATURES of persons affected by the street closing MUST be submitted on attached petition indicating their approval or disapproval of the street closing. (If using Sound Amplification, neighbors' approval must also be obtained and can be provided on same form.)

This request requires City Council approval and must be received by the City Clerk at least two weeks before the City Council Meeting prior to your event. The City Council meets each Monday of the month excluding the last Monday of each month and holidays. In July and August, the City Council meets on the second and fourth Mondays of the month.

If approved, barricades will be delivered the Friday prior to your weekend event. If event is during the week, barricades will be delivered one working day prior to the event date. You will be responsible for setting up and taking down the barricades, and returning them to the corners where they were delivered so they may be picked up on the Monday following the weekend event/day following week day event.


Signature of Applicant

~~02-06-2025~~ 7.24.2025
Date of Application

DO NOT WRITE BELOW THIS LINE...TO BE COMPLETED BY THE CITY CLERK'S OFFICE

APPROVALS

Public Works	Police	City Council	Insurance
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City Clerk Approval
Date

License Number

License Printed Date

License Delivery Date

Return completed application and additional documents to:
City Clerk's Office, 1528 3rd Avenue, Rock Island, IL. 61201
(309) 732-2010

STREET CLOSING NEIGHBORHOOD APPROVAL PETITION

We, the undersigned, approve of the requested street closing for 9th Street-10 1/2 half Street ST/AVE
between 12th Avenue ST/AVE and 13th Avenue ST/AVE
from 8:00 am to 8:00 pm on Saturday, August 30, 2025
Start Time End Time Day (s) / Date (s)

We understand that a Community Event (Soul of the City) is to be held on the aforementioned date. We have also been notified of any Sound Amplification in conjunction with this event.

[illegible]

CITY OF ROCK ISLAND



LICENSE APPLICATION

SOUND AMPLIFICATION

FEE: \$25/ Per Day

APPLICANT INFORMATION

BUSINESS/ORGANIZATION NAME	ADDRESS	CITY	STATE	ZIP CODE
MLK Center	630 9th Street	RI	IL	61201
TELEPHONE NO. 309-732-2999				

APPLICANT'S NAME	ADDRESS	CITY	STATE	ZIP CODE
Kristia LeShoure	630 9th Street	RI	IL	61201
TELEPHONE NO. 309-732-2999				

DATE (S) OF ACTIVITY	TIME OF ACTIVITY (TO - FROM)
Saturday, August 30, 2025	8:00 am to 8:00 pm
TYPE OF EVENT	WHERE EVENT WILL BE HELD
Community Event (Soul of the City 2025)	Franklin Field 1251 9th Street Rock Island

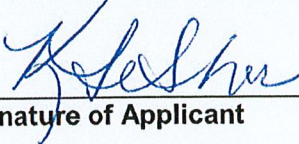
Estimate distance sound will be thrown: approx. 300+ ft

Is the proposed location within 300 feet of the property line of any church, hospital, school or courthouse?

Yes _____ No X

SIGNATURES of persons in the range of the Sound Amplification MUST be submitted on attached petition indicating their approval or disapproval of the use of Sound Amplification.

Sound Amplification after 6:00 pm and/or on Sundays requires approval of City Council and must be received by the City Clerk at least two weeks before the City Council Meeting prior to your event. The City Council meets the second and fourth Mondays of the month except when the fourth Monday is a legal holiday; then the City Council will meet on the third Monday of the month.


Signature of Applicant

~~04/10/2025~~ 7.24.2025
Date of Application

DO NOT WRITE BELOW THIS LINE...TO BE COMPLETED BY THE CITY CLERK'S OFFICE

City Council Approval Date

City Clerk Approval Date

License Fee

License Fee Receipt Number

License Number

License Printed Date

License Delivery Date

Return Completed Application to:
City Clerk's Office, 1528 3rd Avenue, Rock Island, IL. 61201
(309) 732-2010

We, the undersigned, approve/disapprove of The MLK Center's request
for use of Sound Amplification during an event to be held at Franklin Field - Rock Island
Location
from 8:00 am to 8:00 pm on Saturday - August 30, 2025
Start Time End Time Day (s) / Date (s)

Page 190 of 338

Memorandum

To: Rock Island City Council
From:
Subject: Minutes from the July 14, 2025 Closed Session.
Date: July 28, 2025



Introduction and Background Information:

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

Submitted by: Amanda Torres, Deputy Clerk

Approved by:

Memorandum

To: Rock Island City Council
From:
Subject: Minutes from the July 14, 2025 Study Session and City Council meeting.



Motion: Motion to approve Consent Agenda items a through e.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

Submitted by: Colleen Skolrood, Executive Assistant

Approved by:

CITY OF ROCK ISLAND
CITY COUNCIL STUDY SESSION
City Council Chambers, City Hall, 3rd Floor,
1528 Third Avenue, Rock Island, IL

7/14/2025 - Minutes

1. Call to Order

Mayor Harris called the meeting to order at 5:30 p.m. and welcomed everyone.

2. Roll Call

Mayor Harris asked City Clerk Samantha Gange to call the roll.

Present: Alderpersons Glen Evans, Linda Barnes, Jenni Swanson, Dylan Parker, Mark Poulos, Bill Healy and Mayor Ashley Harris.

Aldersperson Randy Hurt arrived at 6:22 p.m.

Absent: None.

Staff: City Manager Todd Thompson, Attorney Leslie Day, City Clerk Samantha Gange, and other City Staff.

3. Presentations

a. Annual Comprehensive Financial Report for CY 2024

Finance Director Jessica Sager explained that there were new accounting principles set forth by the Governmental Accounting Standards Board (GASB) in 2024, and the City restated the financials to follow the new standards. Ms. Sager introduced Audit Manager Hannah Cullerton of Lauterbach & Amen, LLP, who joined virtually.

Ms. Cullerton gave the highlights of each section of the audit report, beginning with the introductory section, which included the list of principal officials, the organizational chart, the transmittal letter and the Certificate of Achievement for Excellence in Financial Reporting for 2023 from the Government Finance Officers Association. Ms. Cullerton mentioned the certificate was awarded to the City of Rock Island for 2024, making it the 42nd consecutive year the City has been a recipient of the award.

Ms. Cullerton went over the financial section, including the independent auditor's report, management's discussion and analysis (MD&A), basic financial statements and supplementary information. The independent auditor's report stated that all financial statements were presented fairly in all material aspects, and there were no internal control findings.

Ms. Cullerton discussed the City's Statement of Net Position and reported on the City's assets and liabilities for governmental activities, business-type activities, the Martin Luther King Center, and the Rock Island Public Library Foundation. She also went over the Statement of Activities and reported on the City's revenues and expenses. She pointed out that there was an increase in the net position change for all four activities. She

briefly touched on government funds, proprietary funds, and fiduciary funds and explained the contents of the financial statement notes and supplementary information section.

Ms. Cullerton went over the City’s SAS 114 letter, a separate report containing Lauterbach & Amen, LLP’s recommendations.

b. Augustan Hilltop Community Development Corporation

Augustana Hilltop Community Development Corporation (CDC) Executive Director Jerry Lack said that Augustana College recently formed the Augustana Hilltop CDC, a nonprofit focused on revitalizing the Hilltop neighborhood through partnerships, investment, and community engagement. He explained that CDCs are neighborhood-level organizations that promote and support affordable housing, job training, health services, small business growth and job creation, neighborhood revitalization, childcare, and advocacy and community organizing. He gave a brief history of CDCs and added that they helped pass the Fair Housing Act and Community Reinvestment Act.

Mr. Lack said Augustana Hilltop CDC’s website includes information on the Board of Directors, a business directory featuring the Hilltop businesses, news regarding the CDC, and events in the Hilltop area.

Recent activities of the CDC include the purchase and demolition of the Curry Out Building to open an area for future investment, developing promotional neighborhood banners, and looking into streetscaping to make the area more walkable and bike-friendly. Mr. Lack said they’ve held engagement meetings to get suggestions and ideas from residents and businesses. They plan to explore several funding avenues, including federal and state grants.

4. Public Comment

Mayor Harris asked if anyone in the public wished to speak.

Brian Ritter, Curtis Lundy, Jason Munson, Tim Pressley, Dave Kinney, Brian Blevans, Daniel Deshane, Tabitha Defrieze and Jaqueline Elliott spoke about the proposed Casino West Site development and wetlands.

5. Adjourn

- | | | |
|----|---------|-----------------------|
| a. | Motion: | Motion to adjourn. |
| | VV | Voice vote is needed. |

MOTION:

Aldersperson Poulos moved to adjourn; Aldersperson Healy seconded.

VOTE:

Motion PASSED on a 7-0-0 voice vote. Aye: Swanson, Parker, Poulos, 7th Ward Alderman Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

The Study Session concluded at 6:32 p.m.

[MIN_SIGNATURES]

**CITY OF ROCK ISLAND
CITY COUNCIL MEETING**
City Council Chambers, City Hall, 3rd Floor,
1528 Third Avenue, Rock Island, IL

7/14/2025 - Minutes

1. Call to Order

Mayor Harris called the meeting to order at 6:47 p.m. and welcomed everyone.

2. Roll Call

Mayor Harris asked City Clerk Samantha Gange to call the roll.

Present: Alderpersons Glen Evans, Randy Hurt, Linda Barnes, Jenni Swanson, Dylan Parker, Mark Poulos, Bill Healy and Mayor Ashley Harris.

Absent: None.

Staff: City Manager Todd Thompson, Attorney Leslie Day, City Clerk Samantha Gange, and other City Staff.

3. Pledge of Allegiance

Mayor Harris led in the reciting of the Pledge of Allegiance.

4. Moment of Silence

Mayor Harris requested a moment of silence. A moment of silence was observed.

5. Awards and Honor Presentations, Officer Swearing in Ceremony, and Proclamations

- a. Proclamation declaring July Disability Pride Month.

Mayor Harris read the proclamation and declaration. The ARC of the Quad Cities said a few words. A photo was taken.

6. Public Comment

Kelly McKay, Chuck Layer, Barb Wasich, Mr. and Mrs. Chuck Sergeant, Kim Dewitt, Martha Voss, Tim Murphy, Larry Lockwood, Justin Bookett, Jane Keatring Bryant, and Linda Borson spoke about the Casino West project.

Bernice and Andre Johnson spoke about their emergency situation regarding their home and a plumbing/sewer issue.

7. Update Rock Island

Coffee with a Cop returns tomorrow morning at McDonald's at 1813 30th Street, from 9 to 10 a.m. Come meet the two new police chaplains and strike up a conversation with one of Rock Island's finest while enjoying some delicious coffee.

Starlight Revue

The 69th Annual Starlight Revue continues in Lincoln Park every Tuesday with live music and dancing. This Tuesday, July 15th, come see Totes McGotes. Next week on Tuesday, July 22, enjoy the music of The Night People. Concessions open at 5 p.m. with delicious food from the Hy-Vee Grill and the concert starts at 6:30

p.m.

The 2025 Tell on Your Neighbor Awards have begun

Every year, residents of Rock Island are encouraged to “Tell on Your Neighbor” by nominating the yards in their neighborhood they find to be the most beautiful or the most improved. Nominees will receive certificates of appreciation from myself, Mayor Ashley Harris and the chairperson of the Rock Island Arts & Beautification Commission. Nominations can be submitted through August 12th by sending digital photos of the nominated yards to the Community Development Department to the e-mail douglass.kathryn@rigov.org. For questions call 309-732-2905.

And now I’d like to talk about something really fun!

The City of Rock Island and the Rock Island Downtown Alliance is holding a photo contest to celebrate the installation of ROCK ISLAND block letters and the conversion of a parking lot into usable green space at the corner of 2nd Avenue and 18th Street. The contest began Saturday and will run through Thursday, July 31.

Participants are encouraged to flex their creativity by taking photos of the block letters to celebrate the character of our community. Photos must be shared publicly on Facebook or Instagram with the hashtag #downtownrockisland no later than midnight July 31. Participants may submit multiple photos, which may be taken at any time day or night (under the lights) and contain people, pets or just the letters framed in an artistic way.

8. Passage of Ordinances and Resolutions

- a. A special ordinance to remove the handicapped parking space at 1529 10th Avenue. (Second Reading)

Motion:	Motion to pass the ordinance.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Parker moved to pass the ordinance; Alderman Healy seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt and Barnes. Nay: None. Absent: None.

- b. Report from the City Clerk's Office regarding a request from the Quad Cities Running Club to hold their annual TBK Quad Cities Marathon and a resolution for the closure of the Master Sergeant Stanley Talbot Memorial Bridge, 15th Street (U.S. Highway 67), and 1st Avenue (IL 92) on Sunday, September 21, 2025, from 7 a.m. to 12 p.m.

Motion:	Motion to approve the event and adopt the resolution.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Parker moved to approve the event and adopt the resolution; Aldersperson Poulos seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, and Barnes. Nay: None. Absent: None.

- c. Report from the Community Development Department regarding a resolution as part of the Illinois Housing Development Association (IHDA) Home Repair and Accessibility Program Round 2.

Motion:	Motion to adopt the resolution, and direct the City Manager to execute the Officer Certificate and Certificate of Incumbency.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Swanson moved to adopt the resolution and direct the City Manager to execute the Officer Certificate and Certificate of Incumbency; Aldersperson Healy seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Barnes, Swanson, Parker, Poulos, 7th Ward Alderman Healy, Evans, Hurt. Nay: None. Absent: None.

9. Ordinances (First Readings)

- a. Report from Administration regarding amendments to Chapter 3 "Alcoholic Liquor" Sec. 3-12(c) Limitations on Certain Licenses, providing City Council with the discretion to grant the creation of an additional license in a Class with a restriction on size. (First Reading)

Motion:	Motion to consider the amendments to the ordinance.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Swanson moved to consider the amendments to the ordinance; Aldersperson Healy seconded.

DISCUSSION:

Council members discussed the amendment and some members expressed opposition or support. Attorney Day clarified that the Liquor Commission was dissolved in 2024 and explained the issues they had with the Commission and reasons why it was eliminated.

VOTE:

Motion PASSED on a 4-3-0 roll call vote. Aye: Swanson, Poulos, Healy, Hurt. Nay: Parker, Evans, Barnes.

Absent: None. Motion carried.

- b. Report from the City Attorney regarding amending Chapter 2, Article II, Section 2-40, "Conduct at Council Meetings" by repealing said section in its entirety and replacing it with a new section entitled "Public Participation." (First Reading)

Motion:	Motion to consider, suspend the rules, and pass the ordinance.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Poulos moved to consider, suspend the rules and pass the ordinance; Aldersperson Healy seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Alderman Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

MOTION:

Aldersperson Parker moved to amend the ordinance from three (3) minutes to five (5) minutes; Aldersperson Evans seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Alderman Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

- c. Report from the Community Development Department regarding an ordinance adopting and approving an amended Rock Island Tax Increment Financing Parkway I-280 Redevelopment Plan and related redevelopment projects for the proposed amended redevelopment project area. (First Reading)

Motion:	Motion to consider the ordinance.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Hurt moved to consider, suspend the rules and pass the ordinance; Aldersperson Swanson seconded.

VOTE:

Motion PASSED on a 6-1-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt. Nay: Barnes. Absent: None.

DISCUSSION:

Council members discussed that the Illinois Department of Natural Resources and the U.S. Fish and Wildlife Service will be reviewing the data and study.

Council members discussed removing Big Island parcels from the TIF district and several members indicated support for removing the parcels at the next City Council meeting. Attorney Day explained the process.

Attorney Day confirmed that TIF funds can be used for a conversation easement and things like wetland surveys.

MOTION:

Aldersperson Barnes moved to postpone the ordinance until the environmental assessments are completed; Aldersperson Evans seconded and, after discussion, took back his motions.

Motion failed for lack of a second.

- d. Report from the Community Development Department regarding an ordinance adding additional parcels of property to the Rock Island Tax Increment Financing Parkway I-280 Redevelopment Project Area. (First Reading)

Motion:	Motion to consider the ordinance.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Hurt moved to consider, suspend the rules and pass the ordinance; Aldersperson Swanson seconded.

MOTION:

Aldersperson Barnes moved to postpone the ordinance until the environmental assessments are completed; there was no second. The motion failed.

VOTE:

Motion PASSED on a 6-1-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt. Nay: Barnes. Absent: None.

- e. Report from the Community Development Department regarding an ordinance adopting tax increment financing for the Amended Parkway I-280 Redevelopment Project Area. (First Reading)

Motion:	Motion to consider the ordinance.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Hurt moved to consider, suspend the rules and pass the ordinance; Aldersperson Evans

seconded.

MOTION:

Aldersperson Barnes moved to postpone the ordinance until the environmental assessments are completed; there was no second. The motion failed.

VOTE:

Motion PASSED on a 6-1-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt. Nay: Barnes. Absent: None.

- f. Report from the Economic Development Department regarding a development agreement between the City of Rock Island and New Field Ventures, LLC. (First Reading)

Motion:	Motion to approve the development agreement, authorize the City Manager to execute the document and consider the ordinance.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Swanson moved to approve the development agreement, authorize the City Manager to execute the document and consider the ordinance; Aldersperson Barnes seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

10. Consent Agenda

All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless an Aldersperson so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

- a. Claims for the week of June 6 through June 12 in the amount of \$937,968.96; claims for the week of June 13 through June 19 in the amount of \$457,721.03; claims for the week of June 20 through June 26 in the amount of \$1,107,301.71; and payroll for the weeks of May 26, 2025 through June 8, 2025 in the amount of \$1,953,349.62; payroll for the weeks of June 9, 2025 through June 22, 2025 in the amount of \$1,961,198.62.
- b. ACH Report for the month of May 2025 in the amount of \$2,316,311.83.
- c. International City/County Management Association (ICMA) claims for the weeks of May 31 through June 13 in the amount of \$30,726.58; and claims for the weeks of June 14 through June 27 in the amount of \$30,094.94.
- d. Purchase Card Claims for the period of April 29, 2025 through May 26, 2025 in the amount of

\$96,375.29.

- e. Report from the City Clerk's Office regarding a request from Fresh Films Production to close Arts Alley on Saturday, July 19, 2025 through Monday, July 21, 2026 from 7 a.m. to 8 p.m. each day for a film shoot.
- f. Report from the Clerk's Office regarding a request from Christina Pohl to close 8th Street between 31st & 34th Avenues on Saturday, July 26, 2025, from 11 a.m. until 4 p.m. for an end of summer party & touch-a-truck event.
- g. Report from the City Clerk's Office regarding a request from Steve's Old Time Tap to use sound amplification and to close 3rd Avenue between 17th & 18th Streets and close 17th Street between 2nd & 3rd Avenues for their annual CCKMA Car & Bike Show on Sunday, August 17, 2025, from 7 a.m. to 7 p.m.; a request for the outdoor consumption of alcohol in the fenced-in area in the adjacent parking lot; and a request to waive the sound amplification fee.
- h. Report from the City Clerk's Office regarding a request from the Cornbelt Running Club for their 37th Annual Nancy Kapheim Memorial Classic 5K and 10K Run on Sunday, October 5, 2025, from 8:00 a.m. to 11:00 a.m.
- i. Report from the Information Technology Department regarding payment in the amount of \$12,402 to Tri-City Electric of Davenport, IA, for Shoretel/Mitel voice-over IP phone system annual maintenance.
- j. Report from the Mayor's office regarding an appointment to the Labor Day Parade Advisory Board.
- k. Minutes from the June 23, 2025 Study Session and City Council meeting.

Motion: Motion to approve Consent Agenda items a through k.

RC Roll Call vote is needed.

MOTION:

Aldersperson Healy moved to approve Consent Agenda items a through k; Aldersperson Evans seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, 7th Ward Alderman Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

11. Claims/Purchases

- a. Report from the Public Works Department regarding payment to Miller Trucking and Excavating, Silvis, Illinois, for an emergency water main repair at 3721 46th Street in the amount of \$17,035.51.
- b. Report from the Public Works Department regarding payment to Langman Construction, Rock Island, Illinois, for the 2025 Sidewalk and Pavement Patching Program in the amount of

\$153,836.40.

Motion:	Motion to allow claims a and b.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Healy moved to allow claims a and b; Aldersperson Poulos seconded.

Aldersperson Parker recused himself from the vote due to the nature of his employment.

VOTE:

Motion PASSED on a 6-0-0 roll call vote. Aye: Swanson, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

12. Contracts/Agreements

- a. Report from the Police Department regarding the RIPD Broadcast Media agreement with TAG Communications for the purchase of advertisement time for recruitment in the amount of \$20,000 using ARPA funds (Restricted).

Motion:	Motion to approve the agreement and authorize the City Manager to execute the document.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Evans moved to approve the agreement and authorize the City Manager to execute the document; Aldersperson Hurt seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

- b. Report from the City Attorney and Public Works regarding a Real Property Lease Agreement and City Track Agreement with Iowa Interstate Railroad, LLC.

Motion:	Motion to approve the agreements and authorize the City Manager to execute the documents.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Poulos moved to approve the agreements and authorize the City Manager to execute the documents; Aldersperson Healy seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

- c. Report from Administration regarding an execution of a Waiver and Release of Right of First Refusal with Friendship Manor, Properties, LLC.

Motion:	Motion to approve the waiver and release of right of first refusal and authorize the City Manager to execute the document.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Swanson moved to approve the waiver and release the rights of first refusal and authorize the City Manager to execute the document; Aldersperson Barnes seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

13. Budget/Finance Items

- a. Report from the Finance Department regarding a budget adjustment to the MLK Activity Fund (901) in the amount of \$83,104.15.
- b. Report from the Finance Department regarding a budget adjustment to the COMMDEVBLOCKGRANT CFDA 14.218 Fund (242) in the amount of \$39,599.13.

Motion:	Motion to approve budget adjustments a and b.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Barnes moved to approve budget adjustments a and b; Aldersperson Poulos seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

14. Department Reports

- a. Report from the Community Development Department regarding the Community Development Block Grant (CDBG) 2025-2029 Consolidated Plan and the 2025 Annual Action Plan.

Motion:	Motion to approve the 2025-2029 Consolidated Plan and the 2025 Annual
---------	---

Action Plan as recommended.

RC

Roll Call vote is needed.

MOTION:

Aldersperson Healy moved to approve the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan as recommended; Aldersperson Poulos seconded.

DISCUSSION:

Community Development Director Brainard provided the history and background of CDBG funds and eligibility for an entitlement community. He explained that to continue receiving the funding, the City must maintain a good standing with HUD each year. Director Brainard explained the six categories and discussed why the 15 percent cap on public service was reduced.

Aldersperson Barnes recommended amending the motion to restore the \$25,000 to the public service category and finding the funds for public facilities from another source, such as funds earned from interest from the American Rescue Plan Act (ARPA). She recommended allocating an additional \$25,000 to the Martin Luther King Center so they would receive their total ask of \$75,000.

Council members discussed the funding and stated their opinions on how the funds should be allocated.

Yolanda Grandberry Pugh discussed the Rock Island Milan School District at-risk youth reading and math scores. MLK Center Director Jones said funding decreases have negatively impacted the number of at-risk youth they are able to serve.

Aldersperson Swanson recommended that funding be maintained for the ADA-accessible bathrooms for public facilities.

Council members discussed how the funds could be reallocated. Several members discussed funding for the MLK Center.

MOTION:

Aldersperson Poulos moved to table item 14a; seconded by Aldersperson Parker seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

- b. Report from the Community Development Department regarding the 2025 funding allocation amount for Public Service applicants.

Motion:

Motion to approve the 2025 Public Service Funding applicants and amounts.

RC

Roll Call vote is needed.

MOTION:

Aldersperson Swanson made a motion to amend the 2025 public service funding applicants to increase the funding for MLK Center to \$75,000 and reduce the percentage the other organizations were allocated for a total of \$130,000; seconded by Aldersperson Poulos.

DISCUSSION:

Council members discussed the other organizations having had their funding requests reduced as well and noted other organizations serve at-risk youth.

MOTION:

Aldersperson Barnes made a motion to restore the 15% cap to nonprofit organizations, for a total of \$155,555 and give the additional funds to the MLK Center; Aldersperson Parker seconded.

DISCUSSION:

Director Brainard suggested restoring the total cap to 15% for nonprofit organizations and using additional IDHA housing rehabilitation funds for the public service projects. He noted that this year they have additional funding, but this model would not be sustainable in future years. Attorney Day advised Council members on parliamentary procedure.

Alderspersons Parker and Barnes rescinded their motions to the proposed amendment.

Alderspersons Poulos and Swanson rescinded their motions to the proposed amendment.

MOTION:

Aldersperson Parker made a motion to take item 14a from the table; Aldersperson Evans seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

MOTION:

Aldersperson Parker made a motion to amend items a, b and c of the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan to make the public service budget \$155,555, reduce the housing rehabilitation budget of the annual action plan by \$155,555 and increase the allocation to the MLK Center with the remaining funds; Aldersperson Evans seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

- c. Report from the Community Development Department regarding the 2025 funding allocation for the Public Facilities applicants.

Motion: Motion to approve the 2025 funding allocation for the Public Facilities projects.

RC Roll Call vote is needed.

- d. Report from the Community Development Department regarding a sign variance request from A Hana Illowa LLC for property at 3809 60th Avenue West.

Motion: Motion to approve the staff recommendation and approve the variance request.

RC Roll Call vote is needed.

MOTION:

Aldersperson Hurt moved to approve the staff recommendation and approve the variance request; Aldersperson Healy seconded.

DISCUSSION:

Attorney Day clarified that for the sale of City-owned property in a TIF District, the bidding process must be followed. The TIF expansion needs to be passed first before the bidding process for the development area can begin.

Director Brainard clarified that the City, as the owner of the property, can consent to the sign variance request and application contingent upon the ultimate project moving forward.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, 7th Ward Alderman Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

15. Events/Misc Requests

- a. Report from the City Clerk's Office regarding a request from Bent River Brewing to use sound amplification for live music on Saturday, September 13, 2025, from 12 p.m. to 12 a.m.; and a request for the outdoor consumption of alcohol in the fenced-in area of the adjacent parking lot.

Motion: Motion to approve the requests, subject to complying with all liquor license regulations, and subject to being closed down early if complaints are received.

RC Roll Call vote is needed.

MOTION:

Aldersperson Parker moved to approve the requests, subject to complying with all liquor license regulations, and subject to being closed down early if complaints are received; Aldersperson Poulos seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

- b. Report from the City Clerk's Office regarding a request from the Rock Island Grand Prix to hold their 30th annual go-kart street race on Saturday, August 30, 2025 through Sunday, August 31, 2025, from 8 a.m. to 5 p.m. each day.

Motion:	Motion to approve the event as recommended.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Parker moved to approve the event as recommended; Aldersperson Evans seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

16. Rock Island Port Authority

- | | | |
|----|---------|--|
| a. | Motion: | Motion to close the regular City Council meeting and convene the Rock Island Regional Port District meeting. |
| | VV | Voice vote is needed. |

MOTION:

Aldersperson Poulos moved to close the regular City Council meeting and convene the Rock Island Regional Port District meeting; Aldersperson Parker seconded.

VOTE:

Motion PASSED on a 7-0-0 voice vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

- b. Other Business/New Business

There was no business to discuss.

- | | | |
|----|---------|--|
| c. | Motion: | Motion to exit the Rock Island Regional Port Authority and reconvene the regular City Council meeting. |
| | VV | Voice vote is needed. |

MOTION:

Aldersperson Parker moved to exit the Rock Island Regional Port Authority and reconvene the regular City Council meeting; Aldersperson Healy seconded.

VOTE:

Motion PASSED on a 7-0-0 voice vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

17. Other Business/New Business

There was no other business to discuss.

18. Closed Session

- a. **5 ILCS 120/2 (c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.**
- b. **5 ILCS 120/2 (c)(21) Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.**

Motion:	Motion to enter Closed Session for the exceptions cited.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Parker moved to enter Closed Session for the exceptions cited; Aldersperson Evans seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

City Council entered closed session at 9:18 p.m.

19. Adjourn

- | | | |
|----|---------|-------------------------------------|
| a. | Motion: | Motion to Adjourn to July 28, 2025. |
| | VV | Voice vote is needed. |

Upon entering back into the Regular City Council meeting, Clerk Gange called the roll. All seven council members and Mayor Harris were present.

MOTION:

Aldersperson Poulos moved to adjourn the meeting; Aldersperson Evans seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Swanson, Parker, Poulos, Healy, Evans, Hurt, Barnes. Nay: None. Absent: None.

The meeting concluded at 9:33 p.m.
[MIN_SIGNATURES]

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding payment #1 to Summerset Marine Construction, Whitewater, Wisconsin, for the Sunset Marina Dock Replacement Project in the amount of \$402,121.80 using ARPA funds (unrestricted).
Date: July 28, 2025

Introduction and Background Information:

Summerset Marine Construction, Whitewater, WI, is due Payment #1 for the Sunset Marina Dock Replacement Project. This payment is for dredging preparation and dock construction off site. Payment #1 is in the amount of \$402,121.80.

Previous Council Action (if any):

Budget Impact:

The Public Works Department recommends that the City Council approve Payment #1 to Summerset Marine Construction, Whitewater, WI, in the amount of \$402,121.80.

Vendor: Summerset Marine Construction, Whitewater, WI
Payment Amount: \$402,121.80

Fund: 520 Sunset Marina
Department: 710 Fleet Services
Division: 436 Marina Facility Maintenance
Object: 538000 Buildings/Grounds S/C
Project: 702465 Sunset Marina FEMA Project
Grant: 297 ARPA

Purchase Order: 010190

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Public Works Department recommends that the City Council approve Payment #1 to Summerset Marine Construction, Whitewater, WI, in the amount of \$402,121.80.

Submitted by: Michelle Martin, Manager

Approved by:

 AIA

Document G702® – 1992

Application and Certificate for Payment

TO OWNER:

City of Rock Island
1309 Mill Street
Rock Island, IL 61201

PROJECT:

SUNSET MARINA

APPLICATION NO:

001

Distribution to:

OWNER : ☐ ARCHITECT : ☐ CONTRACTOR : ☒ FIELD : ☐ OTHER : ☐

FROM

Summerset Marine Construction
W3128 State Road 59
Whitewater, WI 53190

VIA

Edgewater Resources
434 S Yellowstone Drive
Madison, WI 53719

PERIOD TO:

May 31, 2025

CONTRACT FOR:

Dock D400 Replacement

CONTRACT DATE:

05-28-2025

PROJECT NOS:

/ /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....

2. NET CHANGE BY CHANGE ORDERS.....

3. CONTRACT SUM TO DATE(Line 1 ± 2).....

4. TOTAL COMPLETED & STORED TO DATE(Column G on G703).....

5. RETAINAGE:

a. 10.00% of Completed Work
(Column D + E on G703: 446,802.00)= 44,680.20

b. 10.00% of Stored Material
(Column F on G703: 0.00)= 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703).....

6. TOTAL EARNED LESS RETAINAGE.....
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE.....

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) 2,728,291.20

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: State of: County of:

Signed by:

Jake Ohnesorge, Engineering Manager

66182516C13C44F...

Date: 5/28/2025

Wisconsin
Jefferson

Subscribed and sworn to before
me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

402,121.80

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

May 31, 2025

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Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department requesting authorization to purchase a Marina Lift Station pump from Electric Pump, Des Moines, Iowa, in the amount of \$10,870 using ARPA funds (unrestricted).
Date: July 28, 2025

Introduction and Background Information:

The pump at the Sunset Marina lift station has failed. The existing 25-year-old pump is obsolete, and replacement parts are no longer available, so a new pump has been ordered. The new pump has a higher horsepower than the original, requiring upgrades to the pump controls to accommodate the increased load. However, the current controls are also 25 years old, obsolete, and cannot be modified, as parts are no longer available.

A quote for new controls that match the pump has been obtained in the amount of \$10,870.

These upgrades, the replacement pump and new controls, are essential to maintain the reliable operation of the Sunset Marina lift station.

Previous Council Action (if any):

Budget Impact:

Vendor: Electric Pump, Des Moines, IA
Amount: \$10,870.00

Account Chargeable:

Fund:	505	Wastewater Operations & Maintenance
Department:	705	Utilities Services
Division:	427	Wastewater Mill Street Plant
Object:	523020	Auto/Equip Supplies

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Public Works Department recommends that the City Council approve the purchase of the pump from Electric Pump, Des Moines, Iowa, in the amount of \$10,870.00.

Submitted by: Michelle Martin, Manager

Approved by:

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding payment to IMEG, Rock Island, Illinois, for the Sunset Marina electrical upgrades project in the amount of \$15,760 using ARPA funds (unrestricted).

Motion: Motion to allow claims a through c.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

IMEG was approved by the City Council on June 12, 2023 to perform engineering and design services for the Sunset Marina electrical upgrades project.

IMEG is due payment for engineering services provided through May 4, 2025.

Previous Council Action (if any):

Budget Impact:

Vendor: IMEG, Rock Island, IL
Contract Amount: \$15,760.00

Account Chargeable:

Fund:	520	Sunset Marina
Department:	710	Fleet Services
Division:	020	Administration
Object:	531050	Consulting Services
Project:	702465	Sunset Marina FEMA Project
Grant:	297	ARPA

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Public Works Department recommends that the City Council approve the payment in the amount of \$15,760.00 to IMEG, Rock Island, IL.

Submitted by: Michelle Martin, Manager

Approved by:



Invoice Total \$15,760.00

Mike Bartels
City of Rock Island
1528 Third Avenue
Rock Island, IL 61201

May 20, 2025
Invoice No: 23004574.00 - 1
Project #:
PO #:
Contract #:
Work Order #:

Email/Submit to: bartels.michael@rigov.org

Project 23004574.00 F3 Marina - Sunset Marina / Rock Island , IL / Sunset Marina Electrical Repairs

Fixed Fee \$19,700 Plus Expenses

Professional Services through May 04, 2025
Fee

Phase	Fee	%	Fee Earned	Previous Billing	Current Billing
Design Development	7,375.00	100.00	7,375.00	0.00	7,375.00
Construction Documents	7,400.00	100.00	7,400.00	0.00	7,400.00
BID	985.00	100.00	985.00	0.00	985.00
Construction Administration	3,940.00	0.00	0.00	0.00	0.00
Total Fee	19,700.00		15,760.00	0.00	15,760.00
Total Fee					15,760.00
Total this Invoice					<u>\$15,760.00</u>

Please direct any questions to accountsreceivable@imegcorp.com. The right to refute an invoice is waived after 30 days. If you would like to pay your invoice by credit card, please click on the hyperlink below. Please note, this is available for US clients only. You may also find a 'Pay Now' button on our website at imegcorp.com.

Click here to [Pay via credit card](#).

**** For payments by check, please reference project/invoice number on remittance stub and mail to:**

IMEG Consultants Corp
PO Box 182094
Columbus, OH 43218-2094

For overnight packages: IMEG Consultants Corp
PO Box GW2W10
7 Easton Oval
Columbus, OH 43219

NOTICE TO U.S. CUSTOMERS PAYING WITH CREDIT CARD:

Effective October 1, 2023, IMEG imposes a surcharge of 3% when paying with a credit card, which is not greater than our cost of acceptance. The adjustment will appear on your receipt. We do not surcharge debit cards. Any payments made with a debit card, check/cash, or ACH will not include a surcharge.

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding payment to Crawford Company, Rock Island, Illinois, for the Sunset Marina electrical upgrades project in the amount of \$10,854 using ARPA funds (unrestricted).

Motion: Motion to allow the claim.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

Crawford Company, Rock Island, IL, is due Payment #1 for the Sunset Marina Electrical Upgrades Project. Payment #1 is in the amount of \$10,854.00.

Previous Council Action (if any):

Budget Impact:

Vendor: Crawford Company, Rock Island, IL
Payment Amount: \$10,854.00

Fund:	520	Sunset Marina
Department:	710	Fleet Services
Division:	436	Marina Facility Maintenance
Object:	538000	Buildings/Grounds S/C
Project:	702465	Sunset Marina FEMA Project
Grant:	297	ARPA

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Public Works Department recommends that the City Council approve Payment #1 to Crawford Company, Rock Island, IL, in the amount of \$10,854.00.

Submitted by: Michelle Martin, Manager

Approved by:



APPLICATION AND CERTIFICATION FOR PAYMENT

Page: 1 of 2

TO OWNER: City of Rock Island
1528 3rd Avenue
Rock Island, IL. 61201

PROJECT: E2 - City of Rock Island - Sunset
Marina Dock Electrical Repairs
10 31st Ave
Rock Island, IL. 61201

INVOICE NO: 001231

APPLICATION NO: 0001

PERIOD TO: 7/10/2025

PROJECT: 25-2738

CONTRACT NO:

CONTRACT DATE: 6/2/2025

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐

FROM CONTRACTOR: Crawford Company
1306 Mill Street
Rock Island, IL, 61201

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$230,800.00
2. Net Change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$230,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$12,060.00
5. RETAINAGE:	
a. 10 % of Completed Work & Stored Material (Column D + E + F on G703)	\$1,206.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$10,854.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$10,854.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6 Total)	\$219,946.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of: IL

Country of: US

Subscribed and sworn to before me this 10 day of July 2025

Notary Public: Brandy Lynne Mueller

My Commission expires: 10/10/25

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

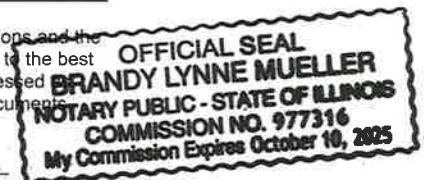
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the prejudice to any rights of the Owner or Contractor under this Contract.



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

Page: 2 of 2



APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's
signed certification is attached.

INVOICE NO: 001231
APPLICATION NO: 0001
APPLICATION DATE: 7/10/2025
PERIOD TO: 7/31/2025
ARCHITECT'S PROJECT NO: 25-2738

ITEM	DESCRIPTION OF WORK	ORIGINAL CHANGE ORDERS SCHEDULED VALUE	REVISED SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	STORED MATERIALS	TOTAL % Comp COMPLETED AND STORED TO DATE	BALANCE TO RETAINAGE HELD FINISH
001	Mobilization	\$10,500.00	\$10,500.00	\$0.00	\$10,500.00	\$0.00	100.0 %	\$1,050.00
002	Labor	\$40,260.00	\$40,260.00	\$0.00	\$0.00	\$0.00	0.0 %	\$40,260.00
003	Material	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	0.0 %	\$50,000.00
004	Contingency	\$25,000.00	\$25,000.00	\$0.00	\$1,560.00	\$0.00	6.2 %	\$23,440.00
005	Closeout	\$11,540.00	\$11,540.00	\$0.00	\$0.00	\$0.00	0.0 %	\$11,540.00
006	Subcontractors	\$93,500.00	\$93,500.00	\$0.00	\$0.00	\$0.00	0.0 %	\$93,500.00
Totals:		\$230,800.00	\$230,800.00	\$0.00	\$12,060.00	\$0.00	5.2 %	\$218,740.00

Memorandum



To: Rock Island City Council
From: Bob Graff, Fire Chief
Subject: Report from the Fire Department regarding the Quad City Region Incident Management Assistance Team (QCRIMAT) Agreement.

Motion: Motion to approve the agreement and authorize the City Manager to execute the document.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The Quad City Region Incident Management Assistance Team (QCRIMAT) Agreement stands as a testament to the power of interagency cooperation in the face of emergencies. This pivotal agreement forged between public and private entities across Illinois and Iowa establishes a robust framework designed to significantly enhance the Quad City region's collective emergency response capabilities. Recognizing the inherent limitations of individual agencies when confronted with the vast scale of natural or man-made disasters, the QCRIMAT Agreement provides a critical mechanism for resource sharing and mutual aid.

Operating under the foundational principles of Chapter 28E of the Code of Iowa and the Illinois Intergovernmental Cooperation Act, the agreement legally empowers signatory entities to transcend jurisdictional boundaries and pool their most valuable assets, personnel and expertise. This collaborative spirit is the cornerstone of QCRIMAT's mission, ensuring that no single agency is left to contend with overwhelming circumstances alone. The primary purpose of this strategic alliance is to furnish critical support during emergencies, acting as a vital complement to existing local, state and federal response structures. By seamlessly integrating the specialized skills and resources of its members, QCRIMAT aims to bolster the region's resilience, enabling a more effective, coordinated, and ultimately more successful response to incidents of all scales. Through this proactive and collaborative approach, the Quad City region is better prepared to safeguard its communities and mitigate the impact of future crises.

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

It is the recommendation of the Fire Department that the City Council approve the Quad City Region Incident Management Assistance Team (QCRIMAT) Agreement and authorize the City Manager to execute the agreement.

Submitted by: Colleen Skolrood, Executive Assistant

Approved by:

Quad City Region Incident Management Assistance Team

CHIEF BOB GRAFF

Background

- Group assembled in November based on SCEMA survey responses
- Consensus of interest in developing a Regional Incident Management Assistance Team
 - Both a Type 3 Incident Management Team (Manage) and an Incident Management Assistance Team (Support) discussed
 - Incident Management Assistance Team
- Group is acting Steering Committee to develop a Plan, Policy, & Procedure

Mission Statement

The Mission of the QCRIMAT is to *enhance local Incident Command during a disaster by providing guidance and support in the safe, effective, and efficient management of an incident as requested by any responding (responsible) Quad City Region Incident Command.*

Each team deployed is supervised by the receiving jurisdiction's Incident Command. The jurisdiction IC provides broad general policies, goals, and objectives for the incident. The purpose of IMAT is to support the incident commander, not assume or divide command authority.

Incident Management Assistance Team (IMAT)

In principle, a Local IMAT exemplifies the five National Response Framework (NRF) Response Doctrine Principles of:

- *Engaged Partnerships;*
- *Tiered response;*
- *Scalable, flexible, and adaptable operational capabilities;*
- *Unity of effort through unified command; and,*
- *Readiness to act.*

How could the QCRIMAT be used in our Community?

The QCRIMAT may be used for:

- Incidents that overwhelm a responding jurisdiction due to the size, scope or complexity of an incident/event.
- Prolonged incidents (multiple operational periods).
- Incidents that require unique tactical, strategic and/or incident management requirements, (technical specialists or subject matter experts - trench rescue, bomb, hazardous materials, terrorism).
- Special events that may require the coordination of multiple agencies and organizations or pose unique or significant response challenges.

Benefits: Why?

- Builds upon and strengthens
 - Our staff and local capacity: skills, knowledge, experience
 - Interagency coordination
 - Our agency's preparedness, response, and recovery
 - Public confidence
- Proactively addresses changing emergency preparedness, response, and recovery landscape
 - Local capacity
 - Local relationships
 - Reduces, avoids, or eliminates need for expenses associated with acquiring outside resources for incident management

A recent executive order has led to changes in FEMA's role and responsibilities, particularly regarding disaster preparedness and response. ***The order aims to shift greater responsibility for disaster response to state and local governments,*** while also streamlining federal functions to improve efficiency

Status Overview & Next Steps

- Presented to Quad City Region Administrators on February 20, 2025:
 - Bettendorf: City Administrator, Decker Ploehn
 - Davenport: City Administrator, Doug Maxeiner
 - East Moline: City Administrator, Mark Rothert
 - Moline: City Administrator, Bob Vitas
 - Rock Island: City Administrator, Todd Thompsin
 - Rock Island County: Administrator, Jim Grafton
 - Scott County: Administrator, Mahesh Sharma
- Received positive feedback
- All communities have MOA for review by Legal/others
 - Goal: Adoption by July 1, 2025
- Administrators to discuss with their Mayor, Council, Boards, Commissions
- Adoption by resolution or other action of elected bodies

Steering Committee

Co-chairs:

- Troy Said, Fire Chief, City of Bettendorf
- Robbin Dunn, Communications & Preparedness, City of Davenport

EMA:

- Brian Payne, Director, Scott County Emergency Management Agency
- Jesse Doty, Director, Rock Island County Emergency Management Agency

Steering Committee is reviewing the Plan, Policy, and Procedural document for the QCRIMAT in June.

Steering Committee

Bettendorf Fire	Matt Lawson
Bettendorf Fire	Bill McDonald
Cordova Fire Protection District	Chuck Smalley
Cordova Fire Protection District	Kyle Barber
Davenport Fire Department	Mike Carlsten
Davenport Police Department	Jamie Brown
Davenport Police Department	Greg Behning
Davenport Police Department	Owen Farrell
Davenport Public Works	Nicole Gleason
Dept of Army, Rock Island Arsenal	Dean Jordan
East Moline Fire Department	Darrin Armstrong
Eldridge Fire	Keith Schneckloth
Eldridge Police Department	Andrew Lellig
Genesis Ambulance	Adam Haut
John Deere	Rich Flies

MEDIC EMS	Paul Andorf
Moline Fire	Travis Noyd
Rock Island Arsenal Fire Department	Douglas Davis
Rock Island County Health Department	Kate Meyer
Rock Island County Sheriff's Office	Mindy Meyers
Rock Island Fire Department	Bob Graff
Scott County Conservation	Roger A. Kean
Scott County EMA	Molly McKee
Scott County Health Department	Mariah Bryner
Scott County Health Department	Tiffany Peterson
Scott County Sheriff's Office	Tim Lane
Scott County Sheriff's Office	Lt. Thomas Gibbs
Scott Emergency Communications Center	Tracey Screechfield
Unity Point Health Trinity	Adam Sowell

Concept of Operation

The Concept of Operation for the QCRIMAT is to deploy a **functional, multi-disciplinary incident management support team**, when requested and approved, to Quad City Region jurisdictions during disasters, major and complex emergencies, and planned events.

Assistance shall be performed in a supportive, professional manner, with emphasis on safety, personal accountability, and resource management practices consistent with established guidelines for response and recovery.

Participating Jurisdiction

- *Signed and Filed Memorandum of Agreement.*
- *Agreement to allow participating QCRIMAT members to respond to Quad City Region requests for Incident Management Assistance through the QCRIMAT.*
- Jurisdictions retain the right to refuse or recall if necessary to ensure adequate protection of its own jurisdiction or personnel.
- All QCRIMAT services performed under the Agreement are rendered without reimbursement, except where State and Federal reimbursement applies.
- Each participating entity is responsible for its own workers' compensation requirements and indemnifies and holds harmless all other entities from such injuries or workers' compensation liabilities, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by State or Federal law.

Participating Jurisdiction

- Each participating entity shall be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while a member provides assistance under the agreement. Example, staff uses agency vehicle for transportation to incident.
- Equipment/materials/other support shall be requested using established agreements/routes with the local EMAs.

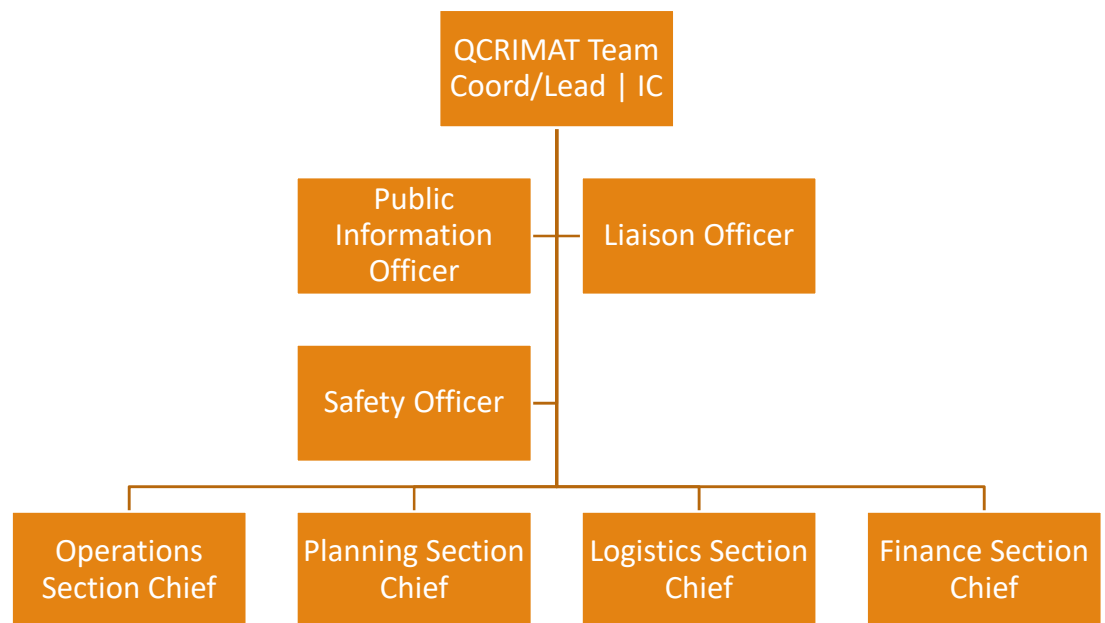
→QCRIMAT members from the aiding agencies will report to and will work under the direction and supervision of the impacted entity.
→Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own entity and shall adhere to the policies and procedures of their own employer.

QCRIMAT Composition

The core team shall include →

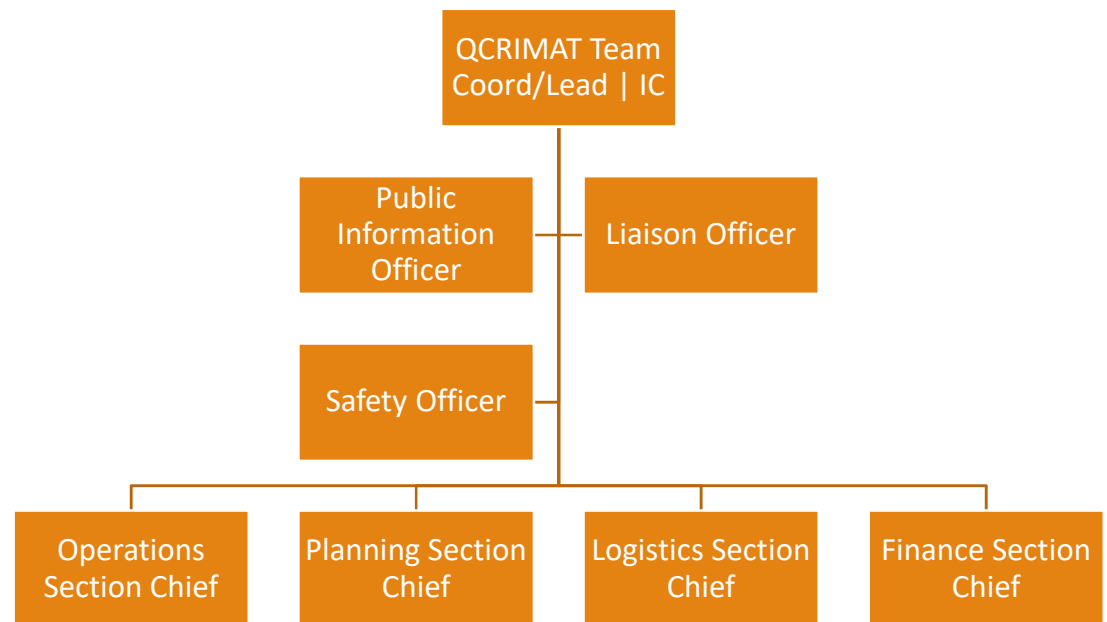
Not all Section Chiefs may be needed by the jurisdiction requesting assistance.

Additional support positions may be added (technical, specialists).



Relationship of QCRIMAT to Impacted Entity

- QCRIMAT provides assistance and support only. Examples, include:
 - Next Planning Cycle
 - Consideration for long term recovery
 - Overall Safety Considerations
 - Review and Input on Media Releases
 - Additional overall command objectives
 - Additional resource allocation



QCRIMAT Management

- Leadership Unit
 - 2 to 4 individuals filling the role of Team Coordinator/Leader; preferably 4
- Records: Scott County EMA Support Specialist
 - Documents: Teams Platform when built
 - Training/Certification: Salamander
- SCEMA/RICEMA
 - Role in application review/membership approval

Membership

- Voluntary
- Participating and/or Sponsoring Agencies must have MOA on file
- Applications require department head approval and completion of prescribed emergency response training and certifications
- Background check and certifications verified
- Approved member completes Member MOA

→ Individuals not attached to an agency (retired, etc.) will be covered by an MOA with SCEMA.

Department Head Approval

- Personal background and scope of emergency service experience
 - ICS Command and General Staff Experience
 - Type and scale of incidents involved
 - Response discipline represented
- Ability to perform at large, complex events with significant inter-personal and inter-organizational issues
- Ability to participate, based on employer requirements

Applicant and Department Head Complete

Applicant Interest/Experience Check all roles interested in and you feel you are experienced in or will do well in.		Position Qualification Complete Y/N or Other Training*	Other Experience	Department Head Approval and Agreement Initial all Approved Position(s).	Department Head Other Comments Not required.
Incident Command					
PIO					
Liaison					
Safety Officer					
Operations Section Chief					
Planning Section Chief					
Logistics Section Chief					
QCRIMAT Team Coordinator					
Other _____					
Other _____					

*Example of other training might be ICS 341 for Planning Section Training.

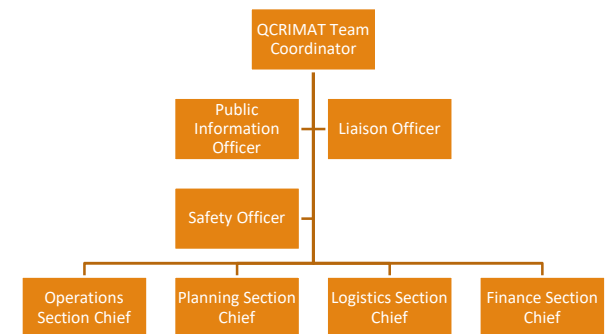
Membership Minimum Qualifications

Core Membership | Minimum Qualifications

- ICS-100, 200, 700, 800, 300, 400, G-191, O-0305 or other AHIMT equivalent course.
- Approval of individual's participating agency.
- Completion of supplemental QCRIMAT training.
- Opened Position Task Book; preferable. Goal.

Technical Specialist | Minimum Qualifications

- ICS-100, 200, 700, 800, G-191.
- Optional: ICS-300, ICS-400.
- Examples: Specialist
 - Communications Specialist (IS-29, G-290, Crisis Comm)
 - GIS
 - Drone
 - Engineer
 - Hazardous Materials



→ Must attend at least 50% of meetings and participate in at least one QCRIMAT sponsored training or exercise or real time deployment.

→ QCRIMAT attending O-0305 training in July 2025.

QCRIMAT Pool Call-up

1. Authorized Representative of Impacted Entity calls PSAP (SECC)
 2. PSAP pages QCRIMAT Leadership Unit
 3. Leadership Unit assembles and determines what type of assistance is requested and if/how the QCRIMAT can support.
- Pool is not on call; participation is voluntary
 - Members are compensated by their jurisdiction as they would any other time
 - Attached agency may decline staff assignment based on jurisdictional needs.

Participating Jurisdiction

All participating jurisdictions will be provided with instructional material for activating the QCRIMAT.

Reminders shall include adequate/sufficient space, facility, and operational considerations to support responding QCRIMAT members:

- Phone lines
- Desk/table
- Access to printer/copier
- Access to power, internet
- Restrooms
- Drinking water

The QCRIMAT plans to assemble some essential items to support deployment as well.

Operating Platform & Situational Awareness

- Microsoft Teams will be the platform used by the QCRIMAT to support incident management.
- Situational Awareness Experience GIS – Scott County
- GIS – Rock Island County

Questions?

Thank you for your time and consideration.

QUAD CITY REGION | INCIDENT MANAGEMENT ASSISTANCE TEAM (QCRIMAT) AGREEMENT

This Agreement is made pursuant to Chapter 28E, Code of Iowa and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/01 et seq. among the participating entities signatory hereto.

Section 1

Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made (all-hazards) occurrences may result in emergencies that exceed the resources, equipment, and personnel of the responding public agency. Each public agency who signs a copy of this Agreement has and does express its intent to support the Quad City Region Incident Management Assistance Team (QCRIMAT) by allocating personnel to participate in the QCRIMAT and to allow assigned personnel to aid and assist other participating entities during an emergency where QCRIMAT resources are requested as circumstances permit and by the terms of this Agreement.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding entity: A participating public or private entity that provides personnel to participate in the QCRIMAT and to aid a impacted entity during an emergency.

All Hazard: Includes actual or potential emergency events that range from industrial accidents and natural disasters to actual or potential terrorist attacks. They include events contained within a single jurisdiction or multiple jurisdictions.

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, extended periods of severe and inclement weather, drought infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, or acts of domestic terrorism.

Emergency: A natural or man-made (all-hazards) situation that threatens or causes loss

of life and property and exceeds the physical and organizational capabilities of a unit of local, state, or federal government.

Quad City Region Incident Management Assistance Team: A team comprised of personnel from public and private agencies, who by virtue of their office or employment, is vested by states or Federal law with a primary duty of incident command management/support.

Quad City Region Incident Management Assistance Team, Leadership Unit: Members of the QCRIMAT team holding the qualifications and skills to provide leadership to the QCRIMAT. The Leadership Unit is authorized to determine and coordinate response to impacted entities.

Participating Entity: A governmental body that assigns personnel to participate in the QCRIMAT and that commits itself to this memorandum of agreement by having an authorized representative sign this Agreement.

Senior Official: The individual of a public agency with the legal authority to enter into agreements and make decisions on behalf of their entity.

States: States refers exclusively to the states of Illinois and Iowa.

Impacted Entity: A participating public agency who has primary jurisdiction over the site of the emergency, but due to an overwhelming need for additional resources, equipment and personnel is unable to maintain an effective response.

Section 3

Agreement to Effectuate the Memorandum of Agreement

Each undersigned party agrees that in the event of an emergency, participating entities will respond to requests for Incident Management Assistance by the impacted entity through the QCRIMAT. Provided, however, that Each entity retains the discretion to refuse or recall assistance if necessary to ensure adequate protection of its own jurisdiction or personnel. However, participating entities agree to communicate such decisions promptly to the requesting entity and, where feasible, provide alternative support or coordination to mitigate the impact of non-participation.

It is expected that requests for assistance under this Agreement will be initiated only when the needs of the impacted entity exceed its resources. QCRIMAT members will be released and returned to their own jurisdictions as soon as the situation is restored to the

point where the impacted entity is able to satisfactorily handle the situation with its own resources or when an aiding entity needs to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior official of the impacted entity present at the scene to request assistance from the QCRIMAT he or she is hereby authorized to do so, under the terms of this Agreement.

Using the protocol provided in the QCRIMAT Plan document hereby incorporated and provided to the participating entity, requests for assistance shall be initiated with a call by the senior official of the impacted entity to the Scott County, Iowa Public Safety Answering Point.

The QCRIMAT Leadership Unit will assemble upon notification and shall take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested QCRIMAT members can be committed to the impacted entity.
- Immediately deploy the QCRIMAT members that are available to the impacted entity.

At the emergency site, the senior official of the impacted entity who is present shall assume full responsibility and command for operations at the scene unless delegated to another member of the impacted entity. Responding QCRIMAT members shall report to and work under the impacted entity's direction and supervision, except where their actions would conflict with the established policies or legal obligations of their home entity. In such cases, reasonable efforts shall be made to resolve conflicts through coordination between the entities' senior officials. While working under the direction of the aiding entity, QCRIMAT members shall only be required to respond to lawful orders.

All QCRIMAT services under this Agreement shall be rendered without reimbursement, except where State and Federal reimbursement applies. When reimbursement is available, participating entities agree to coordinate in good faith to pursue and distribute eligible funding fairly based on documented costs incurred.

Each participating entity shall be responsible for its own employees, including workers' compensation coverage and any claims arising from their actions while responding under this Agreement. No entity shall be liable for the actions of personnel from another entity, except in cases of willful misconduct or gross negligence. Each participating entity shall

also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating entities agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not create enforceable rights for any third party, nor shall any entity be held liable to third parties for actions taken in good faith while carrying out its obligations under this Agreement.

The participating entities further agree that each entity will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each entity will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

In coordination with participating entities, the QCRIMAT Leadership Unit will maintain the QCRIMAT plan for giving and receiving aid under this Agreement. The QCRIMAT and participating entities will review, update, and test the plan at regular intervals, no less than triennially. All needed changes will be made with the approval of all participating entities' senior officials.

In the event of a dispute arising under this Agreement, the involved entities shall first attempt to resolve the matter through informal discussions between their senior officials. If the dispute remains unresolved, the parties agree to engage in mediation facilitated by a mutually agreed-upon neutral party before pursuing any legal action.

Section 4

Adoption

This Agreement shall be in full force and in effect when approved and executed by the senior official of a participating entity who has the legal authority to sign and enter into this Agreement on behalf of his/her entity.

Section 5

Term and Termination

The term of this Agreement shall be for a period of 5 years, commencing on the last signature date. Any participating entity may withdraw from this Agreement upon giving ninety (90) days written notice addressed to the QCRIMAT Leadership unit and each of the other participating entities. Upon notice of withdrawal, the withdrawing entity shall coordinate with QCRIMAT to ensure an orderly transition and minimize disruption to the regional response system.

Section 6
Signatory Page

This signatory certifies that this mutual aid agreement, for the Quad City Region Incident Management Assistance Team (QCRIMAT), has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law.

Public Agency

Senior Official

Date

Attest:

Signature

Title

Date

Memorandum



To: Rock Island City Council
From: Timothy McCloud, Police Chief
Subject: Report from the Police Department regarding a one-year agreement and reciprocal reporting agreement with the Rock Island-Milan School District #41 to provide a Police Department School Resource Officer (SRO) at Rock Island High School.

Motion: Motion to approve the agreements, subject to minor attorney modifications, and authorize the City Manager and staff to execute the documents.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

Attached are two proposed agreements between the Rock Island/Milan School District #41 and the City of Rock Island for the purpose of providing a Police Department School Resource Officer (SRO) to Rock Island High School. The first agreement identifies the intent and terms for providing a police department SRO to the high school for the 2025/2026 school year. The second agreement identifies the intent and terms for the reporting of information between the school district and the police department.

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Police Department recommends that the City Council approve both the one-year agreement for providing a School Resource Officer (SRO) to Rock Island High School and the Reciprocal Reporting Agreement, subject to any minor attorney modifications, and authorize the City Manager to execute the SRO agreement and the Chief of Police to execute the reciprocal reporting agreement with the School District.

Submitted by: Colleen Skolrood, Executive Assistant

Approved by:

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ROCK ISLAND POLICE DEPARTMENT AND THE BOARD OF EDUCATION OF THE ROCK ISLAND-MILAN SCHOOL DISTRICT REGARDING RECIPROCAL REPORTING

This AGREEMENT (“**Agreement**”) is entered into by and between the ROCK ISLAND POLICE DEPARTMENT, Rock Island County, Illinois, a municipal corporation in the State of Illinois (the “**Department**”), and the BOARD OF EDUCATION OF ROCK ISLAND-MILAN SCHOOL DISTRICT NO. 41, Rock Island County, Illinois, an Illinois Public School District (the “**School District**”) and is established and maintained under the authority of Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois and in compliance with Section 6(a) of the Illinois School Student Records Act (105 ILCS 10/6) and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, all as may hereafter be amended; and under Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., which provide for the execution of agreements and implementation of cooperative ventures between public agencies within the State of Illinois.

NOW THEREFORE, in consideration of the mutual promises herein contained, and in furtherance of the purposes of promoting safety, security, and order for the staff, students, and the school community, it is hereby agreed by and between the School District and the Department as follows:

1. **Reciprocal Reporting Guidelines.**

- a. The School District’s Superintendent or designee and the Department’s Chief of Police (“**Chief**”) or designee are hereby authorized and directed to prepare and implement guidelines for reciprocal reporting under the School Code and as otherwise appropriate for the benefit and safety of the School District’s students and staff and the local community (“**Guidelines**”). The first set of Guidelines shall be adopted by the School District’s Superintendent and the Chief in substantially the same form as the Guidelines attached as Exhibit A hereto, but such guidelines may be modified with notice to and agreement of both Parties. The School District’s Superintendent and the Chief, or their designees, will meet to facilitate and review implementation of the Guidelines as often as necessary, but at least annually during the first quarter of the school year.

2. **Camera Access.**

- a. The School District will provide access to its live security camera feeds to its buildings in the event of a health or safety emergency. Access is strictly to allow Department tactical forces to become familiar with current conditions that underlie the health or safety emergency in the School District’s buildings. In the event the Department must access the School District’s live security camera feed, after such access and in no event more than 48 hours later, the Department will notify the School District and provide an explanation of the health or safety emergency that required the Department to access the live security camera feed.

The parties’ Information Technology staff will coordinate in advance to ensure the technology described in this section is enabled and fully functional for law enforcement

purposes as established in this section, and that appropriate training is provided as needed.

3. General Terms.

- a. Term and Termination. This Agreement shall commence on its Effective Date and shall continue in full force and effect until it is terminated, unless terminated by either Party with at least thirty (30) days prior written notice or by the Parties by written mutual consent and agreement.
- b. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Department and the School District. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Cooperation Between the School District and Department. Nothing in this Agreement is intended to limit or restrict the authority of the School District to request Department aid and services for crimes, disturbances, or other emergencies occurring in or around School District property; nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District or law enforcement investigations.
- d. Compliance with All Laws. The Department and the School District shall at all times observe and comply with the laws, ordinances, regulations, and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this Agreement.
- e. Amendments and Modifications. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly signed by an authorized representative of the parties.
- f. Indemnification. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Department, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the "Department Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the Department Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the "**School Indemnitors**"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.

To the fullest extent permitted by law, the Department agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the "School Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Department in performance of this Agreement, or any act or omission of the Department or of any employee, agent, contractor or volunteer of the Department (the "**Department Indemnitors**"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Department Indemnitors.

- g. Requests and Cooperation Not Limited. Nothing in this Agreement shall limit or restrict the right of school personnel to request police assistance/services or to cooperate in law enforcement investigations.
- h. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS, WHEREOF, the Parties have executed this Agreement on the date set forth below.

ROCK ISLAND POLICE DEPARTMENT,
Rock Island County, Illinois

THE BOARD OF EDUCATION OF
ROCK ISLAND-MILAN SCHOOL
DISTRICT NO. 41,
Rock Island County, Illinois

By: _____
Chief of Police

By: *Jane Ravek*
President, Board of Education

ATTEST:

ATTEST:

By: _____

By: *Paula Thompson*
Secretary, Board of Education

Date: _____

Date: *July 23, 2025*

EXHIBIT A

GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN THE BOARD OF EDUCATION OF ROCK ISLAND-MILAN SCHOOL DISTRICT NO. 41 AND THE ROCK ISLAND POLICE DEPARTMENT

The following Guidelines are intended to meet the requirements of the Juvenile Court Act, the Illinois School Student Records Act and Sections 10-20.14 and 22-20 of the School Code, to reduce juvenile crime and to increase school safety by promoting the exchange of appropriate information between the police and school officials.

I. General Cooperation

- A. The Superintendent will designate "School Officials" and the Rock Island Police Department Chief will designate "Police Officials" who will have responsibility for implementing these Guidelines, including receiving and providing information. The School Officials and Police Officials shall provide each other, at the start of each new school year and update as necessary, with their regular and emergency telephone numbers, mobile numbers and e-mail addresses. The District will only contact the SRO during their working hours and any District activities or events that the SRO is scheduled to work that fall outside the SRO's typical working hours.
- B. School Officials and Police Officials will meet to facilitate and review implementation of these Guidelines at least once during the first quarter of each school year and thereafter as often as necessary.

II. Reporting of Student Criminal Activity

A. By the School District to Police Officials

1. School Officials may report any alleged or suspected criminal activities committed by a student enrolled in School District to Police Officials. In accord with the Illinois School Code and the Illinois School Reporting of Drug Violations Act, 105 ILCS 5/10-27.1, 27.1A, 27.1B and 105 ILCS 127/1, School Officials are required to and will report the following incidents involving a student enrolled in School District to Police Officials:
 - Any written complaint of a battery committed against any school employee.
 - A verified incident involving drugs on school property, within 1,000 feet of the school or on a school bus.
 - A firearm on school property or on a school bus – firearm is defined as any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however paint ball, bb guns, spring gun, pneumatic gun.

When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.

2. Where violence or other activity poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible after the information becomes known to School Officials.
3. Written information regarding student activities reported under this Agreement may be shared with Police Officials if (a) it relates to an immediate threat to the safety of School District students or community members, (b) specific written parental consent is provided, (c) a court of proper jurisdiction orders the release, or (d) as provided for in Section 6(a)(6.5) of the Illinois School Student Records Act (*see* Section II.A.4.).
4. In accordance with Section 6(a)(6.5) of the Illinois School Student Records Act, and consistent with Section III.C. of these Guidelines, the School District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers, law enforcement officers and prosecutors, and others (including Police Officials).

B. By Police Officials to the School District

1. Police Officials will report to School Officials the same type of information referenced in Section A above, within the same time frames, where the activity by students or others might reasonably be a threat to others on school grounds or at school activities, unless such disclosure could jeopardize ongoing investigation or safety.
2. As currently provided by Section 1-7(A)(8)(A) of the Juvenile Court Act, Police Officials will share law enforcement records with School Officials related the following offenses or suspected offenses (to be modified as such Section is amended from time to time) with respect to a minor enrolled in the School District who has been taken into custody or arrested when Police Officials believe that there is an imminent threat of physical harm to students, school personnel, or others present in the school or on school grounds:
 - a. any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012;
 - b. a violation of the Illinois Controlled Substances Act;
 - c. a violation of the Cannabis Control Act;
 - d. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012;
 - e. a violation of the Methamphetamine Control and Community Protection Act;
 - f. a violation of Section 1-2 of the Harassing and Obscene Communications Act;
 - g. a violation of the Hazing Act; or
 - h. a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12 7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012 (bodily harm and mob action).

3. Police Officials will share information with School Officials concerning a student who is the subject of a current police investigation that is directly related to school safety. Such information shall only be shared verbally. An investigation means an official, systemic inquiry by law enforcement into actual or suspected criminal activity.
4. As required by Section 22-20, as amended from time to time, of the Illinois School Code, Police Officials shall report to School Officials whenever a student is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.
5. Pursuant to Section 5-905(2.5) of the Juvenile Court Act, Police Officials may report to school officials the identity of the victim of certain specified offenses in an effort to prevent foreseeable future violence.
6. Information shared by Police Officials to School Officials shall be used solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

III. Confidentiality and Records

- A. Content of Criminal Activity Information. All criminal activity information shall include the names of all involved persons, including District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act, 725 ILCS 120/1, *et seq.*, as amended, or other applicable law.
- B. Confidentiality of Law Enforcement Records and Criminal Activity Information. Any law enforcement records subject to disclosure under these Guidelines shall not be disclosed or made available in any form to any person or agency other than as set forth in these Guidelines or as authorized by law. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information (including to other employees except those with a demonstrable professional and privileged interest in receiving such information in order to take appropriate action), except as may be authorized by law or set forth in these Guidelines.
- C. Illinois School Student Records Act. This Section III and these Guidelines are intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act, which authorizes a school district to release student records to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. The School Resource Officer will be provided access to student directory information upon request.
- D. Not Educational or School Records. School Officials shall follow State and Federal laws regarding student records. Consistent with Section 10/2(d) of the Illinois School Student

Records Act, reports of Police Officials working in a school shall be deemed the reports of a law enforcement professional and shall not be considered a student record. For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), Police Officials designated to work with the School District pursuant to these Guidelines shall be considered a law enforcement unit of the school such that the records created by Police Officials for the purpose of law enforcement shall not be considered educational records. The information derived from law enforcement records shall be kept separate from and shall not become a part of the official school record of the student and shall not be a public record pursuant to Section 1-7(A)(8)(A) of the Juvenile Court Act.

- E. Freedom of Information Act Records in the possession of the School District and/or Department related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). If the School District or Department receives a FOIA request for any School District digital images or records created or maintained pursuant to this Agreement, the receiving Party shall immediately notify the other Party and shall immediately provide any such records requested in order to timely respond to any FOIA request received. The School District or Department will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released.

**AGREEMENT FOR SCHOOL RESOURCE OFFICER BETWEEN THE CITY OF ROCK ISLAND
AND THE BOARD OF EDUCATION OF ROCK ISLAND MILAN SCHOOL DISTRICT NO. 41**

2025 – 2026 SCHOOL YEAR

THIS AGREEMENT (“Agreement”), is made and entered into by and between the City of Rock Island, municipal corporation (“**Rock Island**”), and the Board of Education of Rock Island-Milan School District 41, Rock Island County, Illinois, (“**District**”) (collectively, the “**Parties**”).

WITNESSETH

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1 A&B and 22-20 of the Illinois School Code, and Section 10/6(a) (6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the Board and Rock Island believe that having a police officer, properly trained in juvenile justice programs, assigned to Rock Island High School (“**High School**”) will facilitate a more personal relationship between law enforcement agents and students; assist in educational programs; deter juvenile crime; and promote the safety and security of students, staff, and the school premises; and

WHEREAS, the Board wishes to have available the services of a police officer from Rock Island who will act as a School Resource Officer in the Rock Island High School maintained by the School District.

WHEREAS, Rock Island is willing to provide a police officer to act as a School Resource Officer in the Rock Island High School maintained by the School District in exchange for the payment referenced in this School District; and

WHEREAS, the School District and Rock Island are entering into this Agreement for the purposes of promoting safety and a positive school culture for staff, students, and families; enhancing understanding and trust between students and law enforcement; promoting school participation and completion by students; facilitating appropriate information sharing; and informing the Parties’ collaborative relationship to best serve the school community;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and other good and valuable consideration, the School District and Rock Island agree as follows:

I. MISSION AND AUTHORITY

- A. Mission Statement, Goals, and Objectives.** This mission of this Agreement, and specifically the assignment of a School Resource Officer, is to support and foster the safe and healthy development of all students in the School District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the “**Goals and Objectives**”):

- i. Foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, emergent bilingual, and socioeconomic status.

- ii. Promote and maintain a strong partnership and lines of communication between the School District and police personnel and clearly delineate their roles and responsibilities.
- iii. Establish a framework for principled conversation and decision making by the School District and police personnel regarding student misbehavior and students in need of services.
- iv. Promote the safety and security of students, staff, and the school premises.
- v. Ensure that school personnel and School Resource Officer have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations.
- vi. Minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved.
- vii. Promote and maintain personal relationships between students and law enforcement agents such that students and community members see the law enforcement agents as a facilitator of needed supports as well as a source of protection.
- viii. Provide requirements and guidance for training including School Resource Officer training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request School Resource Officer intervention.
- ix. Outline processes for initiatives that involve the School Resource Officer and school personnel, such as violence prevention and intervention and emergency management planning.
- x. Offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

B. School District Authority Over the Educational Environment. Collaboration between the School District and Rock Island and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties. The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of the School District's larger effort to address school safety and climate; (b) includes proactive and restorative methods rather than only punitive; (c) is clear, consistent, and equitable, as further delineated in Subsection D. of Section "The School Resource Officer Program." Rock Island recognizes the responsibility and authority of the School District to manage the educational environment, including, but not limited to, disciplining students for violations of the Student Code of Conduct. The School District

recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with law enforcement officials. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The School District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

II. THE SCHOOL RESOURCE OFFICER PROGRAM

A. Selection of School Resource Officer. The School District, through Rock Island High School Administration, and Rock Island Police Department will work collaboratively to select one School Resource Officer. Rock Island will provide to the School District qualified police officers who are in good standing with Rock Island and with the following desired qualifications for review:

- i. Illinois Certified Police Officer;
- ii. Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of start of assignment);
- iii. Trained in gang resistance and alcohol/drug resistance curricula based on grade level assignments(s);
- iv. Verbal, written, and interpersonal skills including public speaking; and
- v. Knowledge of, and experience in, matters involving cultural diversity.

Rock Island shall assign to the School District the police officers mutually agreed upon by the School District and Rock Island to act as the School Resource Officer.

B. Criminal Background Checks. The School District shall initiate criminal background checks of officers prior to assignment at the School District. Rock Island agrees to make all potential School Resource Officer candidates available to the School District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. The School Resource Officer may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. Rock Island shall not assign any officer to the District if his or her criminal background check reveals convictions that would subject an individual to license

suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.

- C. Relationship.** The School Resource Officer shall remain an employee of Rock Island and will at all times abide by all personnel rules of Rock Island and the applicable Collective Bargaining Agreement. As an employee of Rock Island and not the School District, the School Resource Officer shall not be entitled to any benefits that the School District provides to its employees. Rock Island shall be fully responsible to the School Resource Officer for the payment of all employee compensation and benefit obligations.
- D. Supervision.** As an employee of Rock Island, the School Resource Officer shall be subject to the chain of command of Rock Island Police Department. When serving in the role of School Resource Officer, he/she shall coordinate and communicate with the Principal or Principal's designee regarding daily activities. The School Resource Officer shall ensure that the Principal remains aware of material interactions and information involving their work, including, but not limited to, arrests and searches of students' persons and property that occur on School District property, at School District activities or events, and on School District transportation..

In the event that the School District believes that the School Resource Officer or Rock Island has failed to abide by the terms and conditions of this Agreement or the rules and regulations of the School District, the Principal shall notify Rock Island Police Department and the Superintendent (and/or designee) of what the Principal believes to be the specific problem(s) or complaint(s). The Chief of Police or the direct supervisor of the School Resource Officer at the Rock Island Police Department, the Principal, and/or the Superintendent (and/or designee) shall meet and cooperatively discuss a resolution of any issues which may be the source of such specific complaint(s) or problem(s) and endeavor to find a mutually agreeable solution. If the specific problem(s) or complaint(s) raised by the Principal is or are not remedied within ten (10) days of the date of the aforesaid meeting, the Principal or designee may request and Rock Island will take additional action to remedy the complaint(s) or problem(s) or the Principal or designee may request a new School Resource Officer and work cooperatively with the supervisor or Chief of Police to appoint a new School Resource Officer in accordance with Subsection A. of Section "The School Resource Officer."

In the event that the School Resource Officer believes that the Principal is failing to abide by the expectations of this agreement, the School Resource Officer shall meet with the principal. If issues continue, the Chief of Police, Superintendent, School Resource Officer, and Principal shall meet and cooperatively discuss a solution.

- E. Scope of Duties.** The scope of the School Resource Officer's duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the Rock Island Police Department and Principal or the Principal's designees.

The School Resource Officer shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. The Principal or School District administrators shall be responsible for student code of conduct violations and routine disciplinary violations that do not require a law enforcement response. The School Resource Officer shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior. The School Resource Officer must conduct him/herself in a professional manner and must maintain the highest level of respect and integrity within the school community. The School Resource Officer must maintain a caring attitude towards students and remain sensitive to the problems of students and staff in the school environment. The School Resource Officer shall read and understand the policies concerning student behavior and the student code of conduct for both the School District and Rock Island High School. The School Resource Officer shall be responsible for investigating and responding to criminal misconduct.

The position of School Resource Officer is a staff liaison position and is considered an integral part of the pupil personnel services of the high school. Specifically, the position is a part of the Student Affairs Office under the immediate supervision of Rock Island High School Administration, and in this relationship the School Resource Officer's duties (non-criminal) are under the authority and responsibility of the Principal of Rock Island High School.

- F. Schedule.** The School Resource Officer shall be assigned at the School District by the first day of the fall of 2025 semester and ending on the last day of student attendance in the spring 2026 semester as detailed on the School District calendar. The School Resource Officer's working hours shall span from 7:30 a.m. to 3:30 p.m. each day that school is in session unless otherwise noted in the School Calendar or by the School District Administration.

The Rock Island Police Department shall not be required to assign an alternate officer to the school due to absences from sickness of the assigned officer, approved paid leave, training, court requirements, or other department related duties. The Rock Island Police Department may assign an alternate officer to fill in for the assigned officer basing its consideration on current staffing levels and qualifications of officers available to fill in as an alternate.

- G. Evaluation of the Program.** At least once a year, the Principal or their designee and the Chief of Police or their designee shall meet to discuss and evaluate the Program.
- H. Cost.** The School District shall reimburse Rock Island for seventy (70) percent annual salary, benefits, and police squad expenses of the School Resource Officer, and Rock Island shall pay thirty (30) percent of the School Resource Officer's annual salary, benefits, and police squad expenses. The total annual salary, benefits and police squad expenses for the School Resource Officer are \$168,069.71, subject to change by a duly authorized amendment to this Agreement. The School District shall also be responsible for paying all overtime accrued due to requesting the School Resource Officer's presence at any function that falls outside the normal operation hours of the school, such as, but not limited to, sporting events, dances, or other extracurricular activities.

I. Reciprocal Reporting and Student Records

- i.** **Reciprocal Reporting.** Rock Island and the School District shall share information as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as amended, and as set forth in the Reciprocal Reporting Agreement between the School District and Rock Island.
- ii.** **Reporting by Police Officials to School Officials.** As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a minor enrolled in one of the School District's schools who is the subject of an ongoing investigation directly related to school safety or who has been taken into custody or arrested when police officials believe that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds and sharing the information will not (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy.
- iii.** **Student Records.**
 - 1.** The Parties agree that all student, personnel, medical, and School District-related business records generated by School District employees or students are the property of the School District. The Parties agree to comply with all State of Illinois and federal laws, including the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/1 et. seq., the Illinois School Student Records Act, 105 ILCS 10/1 et. Seq., the Health Insurance Portability and Accountability Act of 1996, the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), and all rules and regulations governing the release of student, personnel, and medical records.
 - 2.** For purposes of the Illinois School Student Records Act, 105 ILCS 10/1 et. Seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of the School District. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential unless disclosure is authorized by State and federal law.

3. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of the School Resource Officer shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.

J. Rock Island Access to Images from School District Digital Cameras.

- i. **Provision of Digital Camera System Software.** The School District shall provide the Rock Island Police Department with the necessary software in order to enable the Rock Island Police Department to view real time and recorded images created by the School District digital cameras on Rock Island Police Department computers. Rock Island shall use reasonable and good faith efforts to enter into any required software license agreement with the vendor of the software at Rock Island's sole cost.
- ii. **Limited Viewing.** Individuals authorized to view images created by the School District digital cameras shall be limited to the Rock Island Police Department Police Chief; Rock Island Police Department employees authorized by the Chief or, in the absence of the Chief, the Chief's designee; and Rock Island's IT employees and IT contractors authorized by the Chief of Police, or in the absence of the Chief of Police, the Chief of Police's designee (collectively, "Authorized Viewers"). Rock Island shall not permit any individual, including Authorized Viewers, to view images created by the School District digital cameras on a routine basis. Authorized Viewers shall only view real time or recorded images created by the School District digital cameras when viewing is:
 1. Necessary or prudent, as determined by Rock Island, for the Rock Island Police Department to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School District Property;
 2. Necessary or prudent for training purposes, with advance notice of the date, time, and purpose to the School Principal or designee; or
 3. Consented to by the School District for investigative purposes.
- iii. **Limited Retention.** The School District's digital images are automatically recorded and maintained for a limited time period. Rock Island shall not retain any recordings beyond the automatic maintenance period unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. Rock Island will provide notice to the Superintendent of such extended maintenance.

- iv. Freedom of Information Act. If Rock Island receives a Freedom of Information Act request for any School District digital images, Rock Island shall immediately notify the School District and work in good faith with the School District before responding to the Freedom of Information Act request.
- v. School Student Records. The images created on the School District's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Record Act, 105 ILCS 10/2, and Section 375.10 of title 23 of the Illinois Administrative Regulations, 23 ILADC 375.10. Such images may, however, become school student records if subsequently used by the School District in a student disciplinary matter.

The School District shall notify the Rock Island Police Chief of any recordings that become school student records. Rock Island shall, if permitted by law, erase any images that Rock Island has retained that have become school student records, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity.

Any images that Rock Island maintains that have become school student records must be kept strictly confidential and only disclosed:

1. With approval of the Superintendent of the School District or the Superintendent's designee;
2. In the case of an emergency as defined in Section 375.60 of title 23 of the Illinois Administrative Regulations, 23 ILADC 375.60; or
3. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in accordance with the Illinois School Student Records Act. 105 ILCS 10/6.

K. Use of Body Worn Cameras by Rock Island Police Officers on School District Property.

- i. Law, Cooperation and Authority. The Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10-1 et. seq.) was recently enacted into law enabling police officers to utilize body worn cameras ("BWC") in certain situation. Rock Island and District recognize both the merit and potential problems that may arise from a School Resource Officer's use of a BWC while on District property.

The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be deemed necessary or appropriate to give full force and effect to the basic terms and intent of this section of the Agreement (Section II.K). The Parties acknowledge that each Party shall bear their own cost and expenses incurred to comply with these terms.

- ii. **Body Worn Camera General Usage.** During the school day, the School Resource Officer shall not activate his/her body worn camera except in the following situations:
 - 1. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;
 - 2. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;
 - 3. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed;
 - 4. As otherwise required by state law.
- iii. **Body Worn Cameras in Interviews.** When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer will make all reasonable attempts to notify a parent or guardian and the High School Principal (and/or designee) of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless in the opinion of the School District emergency or exigent circumstances exist requiring otherwise that prevent such notification. Reasonable attempts include visiting the residence listed with the School Directory, contacting all parents and guardians identified in the School Directory via telephone and email, and making attempts to leave messages at all listed telephone numbers. If the School Resource Officer has a reasonable, articulable suspicion that a victim or witness has committed or is in the process of committing a crime, the School Resource Officer, unless impractical or impossible, must indicate on the recording and in his/her report the reason for recording despite the request of the victim or witness and/or the parent/guardian of the victim or witness not to record the interaction.
- iv. **Prohibited Uses of Body Worn Cameras.** The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances.

The body worn camera shall not be activated when the School Resource Officer is engaged in community caretaking functions, such as:

- 1. Conversations with students and staff that are unrelated to the investigation of a crime;

2. Meetings with school administrators, counselors, deans and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;
 3. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and
 4. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.
- v. Notice to School District of Recording. The School Resource Officer will notify the Rock Island School Principal or their designee of any recording made in the course of his/her duties as School Resource Officer. Any recording created by a body worn camera is a law enforcement record, not a school student record. Upon request of the School District, and if not prohibited by law, Rock Island Police Department will provide the District copies of any video of students, parents, employees, or others on school property. A video that is shared with the School District may become a school student record. Rock Island Police Department will comply with all applicable laws and policies related to the release of video recordings, including but not limited to the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706; the Juvenile Court Act, 705 ILCS 405/1-7; and the Freedom of Information Act, 5 ILCS 140. Rock Island Police Department will notify the School District point of contact prior to a student(s) or District employee.
 - vi. Limited to School Resource Officer. The provisions in this section of the Agreement shall only apply to the School Resource Officer or an officer acting in the capacity of the School Resource Officer while conducting duties as the School Resource Officer; it shall not apply to other law enforcement officers from Rock Island Police Department or any other law enforcement agency.

III. GENERAL TERMS

A. Term and Termination

- i. Term. This Agreement shall immediately take effect on the date of the last signature, shall be in full force and effect for a period of one year thereafter.

Thereafter, this agreement may be renewed if acceptable to both Parties.

- ii. Termination. Either party may terminate this Agreement at the end of any month during the term of this agreement by giving thirty (30) day prior written notice of such termination. In addition, the Parties may terminate this Agreement at any time by mutual written agreement.

B. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between Rock Island and the School District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

C. Indemnification.

- i. School District. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless Rock Island, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the “**Rock Island Indemnified Parties**”) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorney’s fees and litigation costs, incurred by the Rock Island Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the “**School Indemnitors**”), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.
- ii. Rock Island. To the fullest extent permitted by law, Rock Island agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the “**School District Indemnified Parties**”) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of Rock Island in performance of this Agreement, or any act or omission of Rock Island or of any employee, agent, contractor, or volunteer of Rock Island (the “**Rock Island Indemnitors**”), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Rock Island Indemnitors.
- iii. Defenses Under the Tort Immunity Act. Nothing contained in any provision of this Agreement is intended to constitute a waiver of the defenses available to the School District or Rock Island under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- iv. Worker’s Compensation. Notwithstanding the indemnification obligations provided in Subsection C of Section III “General Terms” of this Agreement, for the purposes of this Agreement, any injury incurred by the School Resource Officer for which that School Resource Officer would be entitled to benefits under the worker’s compensation statutes of this State shall be the obligation of the Rock Island, and the

School Resource Officer shall, at all times, be considered, for worker's compensation purposes, to be an employee of Rock Island. Each party shall bear its own costs for workers' compensation and employee benefits, unless otherwise noted in this Agreement.

D. Insurance Requirements.

Each party to this Agreement shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement.

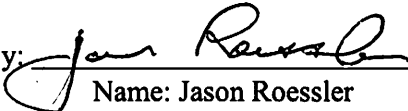
- i. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Commercial General Liability – Occurrence form; names the other party as additional insured on a primary and non-contributory basis. Coverage must be included for sexual abuse and molestation.
 - 2. Automobile Liability; names the other party as additional insured on a primary and non-contributory basis.
 - 3. Police Professional Liability/Errors and Omissions policy; names the other party, its President and Board, Board members, and employees as additional insured on a primary and non-contributory basis.
 - 4. Workers' Compensation as required by Illinois statutes and Employer's' Liability Insurance.
 - 5. Umbrella or Excess Liability policy; provides follow form coverage to the above listed policies.
- ii. Minimum Limits of Insurance. Each party shall maintain limits no less than:
 - 1. Commercial General Liability: \$1,000,000 per occurrence with a \$3,000,000 aggregate for bodily injury, personal injury, and property damage.
 - 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. Professional Liability: \$1,000,000 per occurrence with a \$3,000,000 aggregate liability limit for errors and omissions, professional/malpractice liability.
 - 4. Workers' Compensation and Employer's Liability: Workers' Compensation statutory limits as required by the Labor Code of the State of Illinois, and Employers' Liability limits of \$1,000,000 Each Accident/\$1,000,000 Disease – Each Employee/\$1,000,000 Disease – Policy Limit.

5. Umbrella or Excess Liability Coverage: \$5,000,000 per occurrence limit with a \$5,000,000 aggregate.
- iii. Deductibles and Self-Insured Provisions. A party's obligations hereunder may be satisfied through a self-insurance trust or pool maintained by that party or its affiliates.
- iv. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. All Coverages. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the other party.
 2. Certificate of Insurance. Upon request, each party shall furnish the other party with Certificates of Insurance evidencing the coverage required by this Agreement, that are signed by a person authorized by that insurer to bind coverage on its behalf. Each party reserves the right to request and require the other party to provide full, certified copies of the insurance policies.
 3. In the event of the expiration of the policy period for any one or more of the insurance policies, the insured party shall promptly furnish the other party with current Certificates of Insurance evidencing its continued coverage as required by this Agreement.
- E. **Complete Agreement.** This Agreement amends and supersedes the Agreement signed between the Parties on 08-21-24 and sets forth all covenants, conditions, and promises between the Parties. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.
- F. **Amendments and Modifications.** This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.
- G. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- H. **Assignment.** Neither party hereto may assign its respective rights or duties hereunder.

- I. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.
- J. Exhibits.** Exhibit A is incorporated into and made part of this Agreement.
- K. Interpretation.** Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative works or other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of this Agreement.
- L. Waiver of Breach.** If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.
- M. Compliance with All Laws.** Rock Island and the School District shall observe and comply with the laws, ordinances, regulations, codes of Federal, State, and County agencies that may in any manner affect the performance of this Agreement.
- N. Third Party Beneficiary.** This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforces any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.
- O. Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.
- P. Corporate Authority.** Each party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by the Rock Island Board and the School District Board and except for amendment of this Agreement, the City Manager and the Principal, or their designees, shall have authority to execute and do all actions contemplated to be done by Rock Island and the School District respectively under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their property officers duly authorized to execute the same.

ROCK ISLAND-MILAN SCHOOL BOARD OF EDUCATION DISTRICT NO. 41 and CITY OF ROCK ISLAND

By: _____
Name: Jason Roessler
Title: Board of Education President

By: _____
Name: Todd Thompson
Title: City Manager

EXHIBIT A

Duties and Responsibilities of School Resource Officer

The Rock Island police officer assigned to the School District as its School Resource Officer shall have the following duties and responsibilities:

Educational Responsibilities

1. Work cooperatively with administrators and staff to plan and schedule appropriate student lessons based on grade level assignment(s) in topics including, but not limited to, gang/violence and drug/alcohol resistance education.
2. Provide training to staff on the role of the School Resource Officer as well as on topics of interest and importance to the staff related to the School Resource Officer's expertise.
3. Work collaboratively with administrators to arrange and participate in parent/community education sessions.

School Resource Officer Responsibilities

1. Promote a positive, mutually respectful relationship and enhance communications between police officers, students, staff, and parents at the School District.
2. Be available to students, staff, parents, and school community organizations as a resource.
3. Interact with students as a positive role model.
4. Collaborate on a regular basis with administrators, keeping clear lines of communications with designees identified by the Principal on a daily basis. This shall include, but not be limited to, apprising the Principal and School District Administrators of criminal and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
5. Collaborate with Student Services personnel to identify behaviorally at-risk students, establish a working relationship with such students, and develop interventions to prevent delinquent behavior. This includes troubled, delinquent, neglected, or abused students.
6. Assist administrators in investigating and responding to student conduct in violation of building, the School District Handbook, and the School District behavior policies, including assisting, when requested, with inspections and searches and testifying at suspension review and expulsion hearings.
7. Become familiar with the attendance area of the Rock Island High School in terms of delinquency patterns, trouble spots, neglect of children who are students of the school, and other related problems.
8. Coordinate with School District officials in making necessary incident and situational referrals to other agencies. Any matters that concern a student's immigration status shall be handled in a manner consistent with District procedures.
9. Accompany Rock Island High School personnel on home visits, as requested.
10. Participate when requested in the School District review of safety plans and the conducting of school safety drills.

11. Facilitate communication between the Rock Island Police Department and the School District, including ensuring the regular and proper collection and reporting of data regarding school-based arrests, citations, and court referrals of students, as well as other measures that may assist Rock Island and District in evaluating the performance of the School Resource Officer and the success, fairness, and effectiveness of the Program.
12. Playing a role in lockdown, searches, evacuation and other drills.
13. Providing supervision when present at extracurricular and athletic events, including school dances, games, and other events.
14. Serving as a resource from time to time for specific classroom instruction, including such things as gang education, substance abuse prevention, applicable laws, the rights of citizens interacting with police, the consequences of arrests, and related matters.
15. Maintain familiarity with the School District Code of Conduct.
16. Attend disciplinary meeting with students and parents only upon request by School District administration.
17. Serve as consultant to the School District in matters of crime prevention, law enforcement, community youth services and other related matters.
18. Develop and maintain familiarity with community delinquency patterns, trouble spots, and other community problems.
19. Assist in preventing truancy, in processing truancy cases, and in making home visits when requested.
20. Assist in the supervision of extra-curricular activities, as requested.

Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
2. Assist with supervision of co-curricular school activities both at home and away, as requested.
3. Meet with administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
4. Follow building and School District behavior policies and refer all matters of school discipline to the proper administrator.
5. Provide protection to students, staff, and the school from theft, vandalism, assault, and other violations of the law.
6. Assist staff in the event of an emergency.
7. Supervise parking lots and automobile traffic near the school and prevent loitering and trespassing on school property when requested to do so.
8. Check for unauthorized persons in and around School District premises and assist School District officials in handling incidents involving persons trespassing and committing criminal acts on School District Property.

General

1. Perform duties in street clothes, except on those occasions when, in the judgment of the Rock Island High School Principal or his/her designated representative, the standard police uniform would be more appropriate. If the Rock Island High School Principal or his/her designee wants

the School Resource Officer to wear his/her uniform, the Principal or designee shall notify the Officer or the Officer's supervisor at least 24 hours in advance of the request approved by the Chief of Police or designee.

2. Carry his/her service weapon, badge, handcuffs and handcuff key, two spare ammunition magazines, taser, mace, expandable baton/ASP, body worn camera, portable radio, flashlight, tourniquet, and latex glove holder.
3. Assume responsibility for finding a substitute when absent. An officer with previous high school and/or middle school experience (including co-curricular activities) will be provided whenever possible.
4. Participate in periodic training through the Illinois School Resource Officers Association, National Association of School Resource Officers, or similar organizations.
5. Proactively work with school personnel to prevent crime on school grounds, protect students and staff and provide a safe and secure school environment. This includes, but is not limited to, patrolling the school and grounds, monitoring pedestrian and monitoring vehicular traffic on school grounds.
6. For purposes of the Rock Island Police Department, the officer reports directly to the supervisor at the Rock Island Police Department or, in his/her absence, to the Chief of Police.
7. For purposes of the Rock Island High School, the School Resource Officer reports directly to the Principal and works as a member of the Student Services Team.
8. Participate in all in-service training and certification requirements that apply to all certified officers of the Rock Island Police Department.

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding an open-ended lease agreement with Enterprise Fleet Management for approximately twenty 2025 Ford Explorer Police Interceptor vehicles.

Motion: Motion to approve the negotiation of an open-ended lease agreement.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The Public Works Department/Fleet Services Division requested proposals on an open-ended lease agreement for approximately (20) police interceptors. The City currently leases (20) 2021 Ford Explorer Police Interceptors from Enterprise Fleet Management. It is recommended that these vehicles be cycled out every 5 years due to the extreme wear and tear that they take on a daily basis.

Fleet Services received leasing proposals from Enterprise Fleet Management Inc. Attached is a Vehicle Lease Proposal. Leasing vehicles compared to purchasing will keep the city's budget from sustaining a large initial hit by deferring the costs over the life of the lease.

Enterprise Fleet Management Inc. is a member of Sourcewell Cooperative Purchasing Group, which gives them the ability to purchase vehicles at the same competitive pricing. Enterprise Fleet Management has been providing the City with leasing options since February 2016, providing vehicles for CED, MSD, UMD, FD, Inspections Department along with the Police Department.

The lease agreement will include **RACOM** Corporations fee to outfit the new interceptors with emergency lights and sirens that will be removed from the current interceptors and used on the new interceptors.

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Public Works Department requests approval from the City Council to negotiate an open-ended lease agreement with Enterprise Fleet Management Inc., St. Louis, MO for approximately (20) 2025 Ford Explorer Police Interceptor vehicles.

Submitted by: Michelle Martin, Manager

Approved by:

Prepared For: City of Rock Island Vidmar, Ryan				Date 06/13/2025 AE/AM J01/ABA	
Unit #					
Year	2025	Make	Ford	Model	Police Interceptor Utility
Series	Base All-Wheel Drive				
Vehicle Order Type	In-Stock	Term	60	State	IL Customer# 475558
\$ 55,498.90		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name TBD Exterior Color Agate Black Interior Color Charcoal Black w/Unique HD Cloth Front Bucket Lic. Plate Type Government GVWR 0	
\$ 0.00	*	License and Certain Other Charges 0.0000% State IL			
\$ 251.00	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 511.00	*	Other: (See Page 2)			
\$ 1,966.47	*	Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$ 0.00		Taxes			
\$ 53,532.43		Total Capitalized Amount (Delivered Price)			
\$ 892.17		Depreciation Reserve @ 1.6666%			
\$ 228.55		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,120.72		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0		OverMileage Charge	\$ 0.6500 Per Mile
Incl: # Brake Sets (1 set = 1 Axle) 0					
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax 0.0000%		State IL	
\$ 1,120.72		Total Monthly Rental Including Additional Services			
\$ 2.23		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 20,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Rock Island		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Other - Equipment Swap	C	\$ 7,865.90
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 7,865.90
Aftermarket Equipment Total		\$ 7,865.90

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Transport to AME	B	\$ 450.00
Delivery to Customer	B	\$ 1.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 511.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 511.00

VEHICLE INFORMATION:

2025 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,029	\$49,515.00
Total Options	\$-1,571.00	\$-1,670.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$48,053.00	\$49,440.00

SELECTED COLOR:

Exterior:	UM-Agate Black
Interior:	9W-Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
153	Front License Plate Bracket	NC	NC
16D	Badge Delete	NC	NC
18D	Global Lock/Unlock Feature	NC	NC
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
500A	Order Code 500A	NC	NC
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$376.00	\$400.00
52P	Hidden Door-Lock Plunger	\$150.00	\$160.00
60R	Noise Suppression Bonds (Ground Straps)	\$94.00	\$100.00
68G	Rear-Door Controls Inoperable	Included	Included
99B	Engine: 3.3L V6 Direct-Injection	\$-2,191.00	\$-2,330.00
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
SYNC	SYNC Phoenix Communication & Entertainment System	Included	Included
UM_01	Agate Black	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Tow Hooks: 1 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class III trailering with harness, hitch
Body Side Cladding: body-coloured bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: yes remote keyless entry
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: emergency communication system
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: Fleet Telematics Modem internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Park Distance Control: Reverse Sensing System rear parking sensors

Trip Computer: trip computer

Trip Odometer: trip odometer

Blind Spot Sensor: blind spot

Front Pedestrian Braking: front pedestrian detection

Forward Collision Alert: forward collision

Water Temp Gauge: water temp. gauge

Engine Hour Meter: engine hour meter

Clock: digital clock

Systems Monitor: driver information centre

Check Control: redundant digital speedometer

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning

Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Spare Tire Type: full-size spare tire

Spare Tire Mount: spare tire mounted inside under cargo

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Security System: security system

Tracker System: tracker system

Electronic Stability: electronic stability stability control with anti-rollover

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and power reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Rear Seat Type: rear 35-30-35 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front seat upholstery

Rear Seat Material: vinyl rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Ford Interceptor & Explorer



YMMS

2025 Ford
Police Interceptor Utility
Base All-Wheel Drive
K8A

Vehicle Type	SUV
Engine	3.3L V6 Direct-Injection
EPA MPG City	Not available
EPA MPG Highway	Not available
Acquisition Cost	\$46,344
Total Actual Depreciation	\$46,244
Total Fuel Cost	\$20,269
Total Maintenance Cost	\$11,349
Monthly Depreciation	\$772.38
Monthly Payment	\$1,120.72
Lease Term	60 Months
Holding Period	5 Years
Annual Mileage	20,000
Cost Per Mile	\$0.94

20 cars @ \$1,120.72= \$22,414.40 per month

Initial License fee= \$251 per unit
Delivery to RACOM \$511
25% down payment for RACOM = \$1,966.47
Total: \$2,728.47 x20 units = \$54,569.40

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding the Franciscan Storage/Treatment Water Line Replacement Project, recommending the bid be awarded to McClintock Trucking and Excavating, Silvis, Illinois, in the amount of \$47,660.

Motion: Motion to award the bid and authorize the City Manager to execute the documents.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The Utilities Division opened bids for the Franciscan Storage/Treatment Water Line Replacement Project on Monday, June 23, 2025.

The invitation to bid was advertised in the Rock Island Argus Dispatch on May 29th and 30th, 2025 and was also posted on the City website as well. McClintock Plumbing was the only contractor to submit a bid.

The bid from McClintock Plumbing, Silvis, IL is in the amount of \$47,660.00.

Previous Council Action (if any):

Budget Impact:

Vendor: McClintock Trucking and Excavating, Silvis IL
Contract Amount: \$47,660.00

Account Chargeable:

Fund:	505	Wastewater Operations & Maintenance
Department:	705	Utilities Services
Division:	427	Wastewater Mill Street Plant
Object:	538015	Equipment S/C

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Public Works Department recommends that the City Council award the bid to McClintock Plumbing, Silvis, Illinois, in the amount of \$47,660.00 and authorize the City Manager to execute the contract documents.

Submitted by: Michelle Martin, Manager

Approved by:

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding an amendment to the Site License Agreement with AT&T for the 1405 36th Street water tower.

Motion: Motion to approve the amendment and authorize the City Manager to execute the document.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

On June 17, 2003, the City of Rock Island entered into a Site License Agreement with AT&T for the installation of cellular antennas on the water tower located at 1405 36th Street. This agreement was amended on November 17, 2015 with an Agreement to Extend the Site License Agreement (First Amendment).

AT&T has submitted plans for a cellular equipment upgrade to Utility Service Group (USG), the City's partner for water tower maintenance. USG has reviewed and approved the proposed upgrades. AT&T is now requesting the City's approval to proceed with these improvements through a Second Amendment to the Site License Agreement. The City Attorney has reviewed and approved the proposed amendment.

Coordination with USG will be required to implement the approved upgrades.

Previous Council Action (if any):

Budget Impact:

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Council Goal (if applicable):

Recommendation:

The Public Works Department recommends that the City Council direct the City Manager to sign the Second Amendment to the Site Lease Agreement with AT&T.

Submitted by: Michelle Martin, Manager

Approved by:

Market: Northern Plains
Cell Site Number: IAL04152
Cell Site Name: 14TH AVENUE WT RI
Fixed Asset Number: 10082458

SECOND AMENDMENT TO SITE LICENSE AGREEMENT

THIS SECOND AMENDMENT TO SITE LICENSE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between City of Rock Island, an Illinois Municipal Corporation, having a mailing address of 1528 Second Avenue, Rock Island, IL 61201 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into a Site License Agreement dated June 17, 2003, and amended with Agreement to Extend Site License Agreement dated November 17, 2015, whereby Licensor Licensed to Licensee certain Premises, therein described, that are a portion of the Property located at Water Tower, 1405 36th Street, Rock Island, IL 61201 (“**Agreement**”); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the replacement and installation of antennas, associated cables and communications instruments; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. New Exhibit E-1. Licensor consents to the replacement of antennas and installation of associated cables and equipment as more completely described and shown on the attached Exhibit E-1. Exhibit E-1 hereby replaces Exhibit E of the Agreement. Upon full execution of this Second Amendment, Exhibit E-1 shall be deemed approved and accepted by Licensor in accordance with Section 3 of the Agreement.

2. License Fee Escalation. The parties acknowledge and agree that per the terms of the Agreement to Extend Site License Agreement dated November 17, 2015, the specified annual License Fee amounts stated therein for the applicable Renewal Terms incorporate and include an increase to the applicable License Fee in an amount equal to twenty percent (20%) per term, which increase supersedes and replaces the fifteen percent (15%) per term increase pursuant to Section 3(b) of the original Site License Agreement dated June 17, 2003.

3. **Notices.** Section 15 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by Second class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: IAL04152; Cell Site Name: 14TH AVENUE WT RI
FA No: 10082458
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: IAL04152; Cell Site Name: 14TH AVENUE WT RI
FA No: 10082458
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Licensor, to: City of Rock Island
1528 Second Avenue
Rock Island, IL 61201

With a copy to: City's Designated Manager
City of Rock Island Public Works
c/o Public Works Administration
1309 Mill Street
Rock Island, Illinois 61201

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Governmental Mandates.** In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

“LICENSOR”

CITY OF ROCK ISLAND

By: _____
Name: _____
Title: _____
Date: _____

“LICENSEE”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

Signed by: Andrew Sackreiter
By: _____
Name: Andrew Sackreiter
Title: Director
Date: 7/16/2025

Initial
SL

Initial
Fl

EXHIBIT E-1

See attached Site Plan and Construction Drawings comprised of 20 pages, last revision date 05/02/25, prepared by BC Architects Engineers.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



PROJECT INFORMATION	
SITE NAME:	14TH AVENUE WT RI
COUNTY:	ROCK ISLAND
ADDRESS:	1405 36TH ST ROCK ISLAND, IL 61201
JURISDICTION:	CITY OF ROCK ISLAND
SITE #:	SIIL007048
FA #:	10082458
PTN #:	3529A1BQ7/3529A1AWSJ/3529A1AWSY /3529A1AXYK/3529A1BOSL/3529A1AY34
IWM #:	WSUMW0029723/WSUMW0029771 /WSUMW0029737/WSUMW0029763 /WSUMW0029663/WSUMW0029681
LATITUDE:	N 41° 29' 49.6998" (41.497139°)
LONGITUDE:	W 90° 32' 58.0884" (-90.549469°)
TOWER OWNER:	CITY OF ROCK ISLAND, IL 1528 THIRD AVE ROCK ISLAND, IL 61201
GROUND OWNER:	CITY OF ROCK ISLAND, IL 1528 THIRD AVE ROCK ISLAND, IL 61201
APPLICANT:	AT&T 7900 XERXES AVE S BLOOMINGTON, MN 55431
AT&T PROJECT MANAGER:	PETER MCENERY PM753@ATT.COM
AT&T CONSTRUCTION MANAGER:	MITCHELL LONNEE ML855P@ATT.COM

PROJECT CONSULTANTS	
PROJECT MANAGEMENT:	AMENTUM
SITE ACQUISITION:	AMENTUM
ARCHITECT:	BC ARCHITECTS ENGINEERS, PLC
CONSTRUCTION:	AMENTUM

NOTE TO GC: PLEASE REFER TO THE LANDLORD REQUIREMENTS IN SHEET SP-2 PRIOR TO START OF ANY WORK.

AT&T MOBILITY

PROJECT:

5G NR 1SR CBAND
ANTENNA & RRH SWAP

SITE #:

SIIL007048

FA #:

10082458

PTN #:

3529A1BQ7/3529A1AWSJ/3529A1AWSY
/3529A1AXYK/3529A1BOSL/3529A1AY34

IWM #:

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/WSUMW0029763/WSUMW0029663/WSUMW0029681

JURISDICTION:

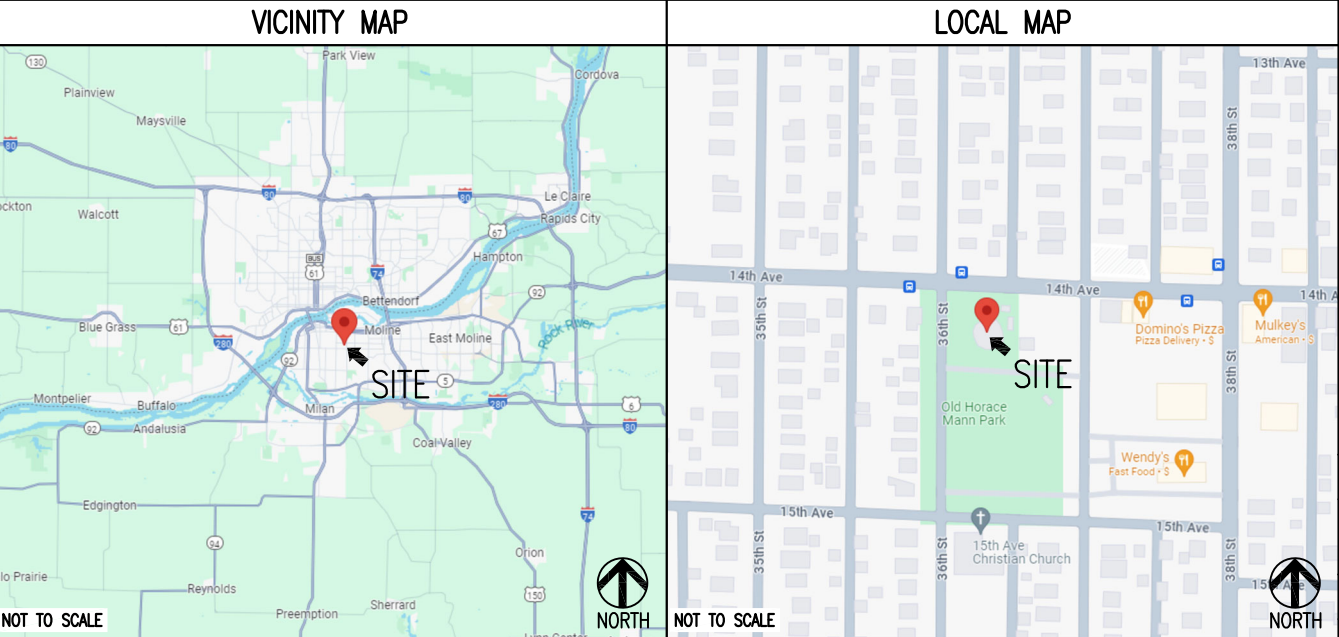
CITY OF ROCK ISLAND

SITE NAME:

14TH AVENUE WT RI

ADDRESS:

1405 36TH ST ROCK ISLAND, IL 61201



DRIVING DIRECTIONS

DIRECTIONS FROM: 7900 XERXES AVE S BLOOMINGTON, MN 55431

Know what's below.
Call before you dig.

FOR MORE INFORMATION CONTACT THE STATE CORPORATION COMMISSION DIVISION OF UTILITY AND RAILROAD SAFETY

ILLINOIS UTILITY PROTECTION SERVICE, INC.
CALL BEFORE YOU DIG:
800-892-0123

DRAWING INDEX	
T-1	TITLE SHEET
SP-1	NOTES & SPECIFICATIONS
SP-2	INSTALLATION REQUIREMENTS
A-1	COMPOUND PLAN
A-1.1	EXISTING & PROPOSED EQUIPMENT PLAN
A-1.2	GROUND EQUIPMENT DETAILS
A-1.3	GROUND EQUIPMENT DETAILS
A-1.3	GROUND EQUIPMENT DETAILS
A-2	TOWER ELEVATION
A-2.1	ANTENNA MOUNTING DETAILS
A-3	EXISTING AND PROPOSED ANTENNA PLAN
A-3.1	MOUNT MODIFICATION DETAILS
A-3.2	MOUNT MODIFICATION DETAILS
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E-1	GROUNDING NOTES
E-2	POWER CALCULATION SHEET
SCOPE OF WORK	
THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:	
AZ:60/180/300 RAD CENTER:155'	
TOWER SOW:	
INSTALL (3) NNHH-65C-R4 ANTENNAS IN POS 1 ABC INSTALL (3) AIR6419 B77G ANTENNAS IN 2 POS ABC INSTALL (3) AIR6419 B77D ANTENNAS IN 2 POS ABC RE-INSTALL (3) EPBQ-654L8H8-L2 ANTENNAS IN POS 3 ABC INSTALL (3) 4490 B5/B12A RADIOS ON IN POS 1 ABC INSTALL (3) 4415 B30 RADIOS IN POS 1 ABC INSTALL (3) 4494 B14/B29 RADIOS IN POS 3 ABC INSTALL (3) 4890 B25/B66 RADIOS IN POS 3 ABC INSTALL (3) DC9-48-60-24-PC16-EV ON 1 PER SECTOR REMOVE (6) DC2 FROM THE WATER TANK REMOVE (2) FC12 FROM SITE INSTALL (6) 6AWG DC TRUNKS TO PROPOSED DC9S INSTALL (3) 24 PAIR FIBER TRUNK TO PROPOSED DC9S REMOVE (9) EXISTING ANTENNAS AND (9) RADIOS FROM SITE	
GROUND SOW:	
INSTALL ERICSSON BBU EQUIPMENT IN FLEX42 INSTALL (1) FLEX 42 ON CONCRETE PAD INSTALL (11) -58V CONVERTERS INSTALL (1) DC50-48-60-96-50F INSTALL (3) 48V RECTIFIER R48-2000E3 FOR A TOTAL OF 12 INSTALL (20) 190AH BATTERY INSTALL (1) RETROFIT KIT FOR 512	
CODE COMPLIANCE	
- ILLINIOS BUILDING CODE 2021, IBC 2021 AMENDED - ILLINIOS ELECTRICAL CODE 2020, NFPA 70, 2020 - TIA/EIA-222-G STANDARDS	
REFERENCE MATERIALS	
- THESE DRAWINGS ARE BASED AT&T SCOPING DOCUMENT DATED 03/21/24 - REVISED RFDS PENDING. CONTRACTOR TO USE LATEST VERSION WITH CD'S PER SCOPE OF WORK.	
SPECIAL NOTES	
- ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT AT&T CONSTRUCTION INSTALLATION GUIDE. - EXISTING CONDITIONS WILL BE CHANGED & VERIFIED IN FIELD. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED & CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY. - THESE DRAWINGS ARE FULL SIZE & SCALEABLE ON 11"x17" SHEET SIZE. - STATEMENT THAT COMPLIANCE WITH THE ENERGY CODE IS NOT REQUIRED. -SCOPE OF WORK DOES NOT INVOLVE MODIFICATIONS TO EXTERIOR ENVELOPE OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING.	
DO NOT SCALE DRAWINGS	
CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.	

7900 XERXES AVE S
BLOOMINGTON, MN 55431

2 ASH STREET, ST #3000
CONSHOHOCKEN, PA 19428

5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

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3	01-23-25	FINALS	RKM
4	03-03-25	FINALS	CG
5	05-02-25	FINALS	CG

NOT FOR CONSTRUCTION UNLESS
LABELED AS FOR CONSTRUCTION

CHRISTOPHER D. MORIN
062-064977
05.02.25

14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

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GENERAL CONSTRUCTION

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR/CM – JACOBS TELECOMMUNICATIONS
SUB-CONTRACTOR – PER TRADE
OWNER – AT&T WIRELESS
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFIRM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEViate FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A 0 2-A-10-B-C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.

25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
34. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
35. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
36. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.

ANTENNA MOUNTING

40. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
41. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
42. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
43. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
44. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
45. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
46. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED.
47. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.
48. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTOR.
49. CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO AT&T.
50. TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
- TORQUE REQUIREMENTS
51. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
52. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.

A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.

FIBER & POWER CABLE MOUNTING

53. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
54. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION; WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.
55. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.
- 56-61 RESERVED FOR ADDITIONAL NOTES.

COAXIAL CABLE NOTES

62. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
63. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
64. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION.
65. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
66. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
67. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
68. CONTRACTOR SHALL GROUND ALL EQUIPMENT. INCLUDING ANTENNAS, RET MOTORS, TMA'S, COAX CABLES, AND RET CONTROL CABLES AS A COMPLETE SYSTEM. GROUNDING SHALL BE EXECUTED BY QUALIFIED WIREMEN IN COMPLIANCE WITH MANUFACTURER'S SPECIFICATION AND RECOMMENDATION.
69. CONTRACTOR SHALL PROVIDE STRAIN-RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES, COAX CABLES, AND RET CONTROL CABLES. CABLE STRAIN-RELIEFS AND CABLE SUPPORTS SHALL BE APPROVED FOR THE PURPOSE. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
70. CONTRACTOR TO VERIFY THAT EXISTING COAX HANGERS ARE STACKABLE SNAP IN HANGERS. IF EXISTING HANGERS ARE NOT STACKABLE SNAP IN HANGERS THE CONTRACTOR SHALL REPLACE EXISTING HANGERS WITH NEW SNAP IN HANGERS IF APPLICABLE.
- GENERAL CABLE AND EQUIPMENT NOTES
71. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAS, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
72. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
73. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
74. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.
75. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:

A. TEMPERATURE SHALL BE ABOVE 50° F.
B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.

76. ALL CABLES SHALL BE GROUNDED WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.

A. GROUNDING AT THE ANTENNA LEVEL.
B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.
C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
77. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.



5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
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FAX: (703) 671-6300

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NOTES AND
SPECIFICATIONS

SHEET NUMBER

SP-1

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PROJECT: 5G NR 1SR CBAND ANTENNA & RRH SWAP
SITE #: SIIL007048
FA #: 10082458
PTN #: 3529A1BOQ7/3529A1AWSJ/3529A1AWSY/3529A1AXYK/3529A1BOSL/3529A1AY34
IWM #: WSUMW0029723/ WSUMW0029771/WSUMW0029737/WSUMW0029763/WSUMW0029663/WSUMW0029681
JURISDICTION: CITY OF ROCK ISLAND
SITE NAME: 14TH AVENUE WT RI
ADDRESS: 1405 36TH ST ROCK ISLAND, IL 61201
LATITUDE: N 41° 29' 49.6998" (41.497139°)
LONGITUDE: W 90° 32' 58.0884" (-90.549469°)

500,000 ELEVATED TANK
37TH ST.TANK

THE FOLLOWING OUTLINES THE MINIMUM STANDARDS THAT ARE TO BE MET FOR CARRIER INSTALLATION, RETROFITS OR UPGRADE PROJECTS ON WATER TANKS MANAGED BY THE UTILITY SERVICE CO., INC.

THIS PROJECT HAS BEEN REVIEWED AND THEM FOLLOWING STANDARDS/REQUIREMENTS MUST BE MET BEFORE USCI APPROVAL CAN BE MADE.

SCOPE OF WORK

THIS IS NOT AN ALL-INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

AZ: 60/180/300
RAD CENTER: 155°

TOWER SOW:

- INSTALL (3) NNHH-65C-R4 ANTENNAS IN POS 1 ABC
- INSTALL (3) AIR6419 B77G ANTENNAS IN 2 POS ABC
- INSTALL (3) AIR6419 B77D ANTENNAS IN 2 POS ABC
- RE-INSTALL (3) EPBQ-654L8H8-L2 ANTENNAS IN POS 3 ABC
- INSTALL (3) 4490 B5/B12A RADIOS IN POS 1 ABC
- INSTALL (3) 4415 B30 RADIOS IN POS 1 ABC
- INSTALL (3) 4494 B14/B29 RADIOS IN POS 3 ABC
- INSTALL (3) 4890 B25/B66 RADIOS IN POS 3 ABC
- INSTALL (3) DC9-48-60-24-PC16-EV ON 1 PER SECTOR
- REMOVE (6) DC2 FROM THE WATER TANK
- REMOVE (2) FC12 FROM SITE
- INSTALL (6) 6AWG DC TRUNKS TO PROPOSED DC9S
- INSTALL (3) 24 PAIR FIBER TRUNK TO PROPOSED DC9S
- REMOVE (9) EXISTING ANTENNAS AND (9) RADIOS FROM SITE

GROUND SOW:

- INSTALL ERICSSON BBU EQUIPMENT IN FLEX42
- INSTALL (1) FLEX42 ON CONCRETE PAD
- INSTALL (11) -58V CONVERTERS
- INSTALL (1) DC50-48-60-96-50F
- INSTALL (3) 48V RECTIFIER R48-2000E3 FOR A TOTAL OF 12
- INSTALL (20) 190AH BATTERY
- INSTALL (1) RETROFIT KIT FOR 512

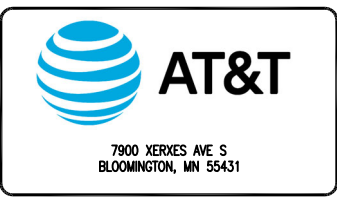


INSTALLATION REQUIREMENTS:

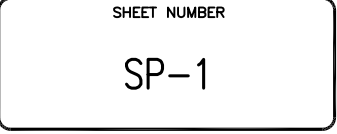
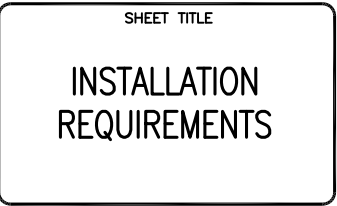
- COAX/ CABLES SHALL NOT BE ATTACHED TO ANY LADDER STRUCTURES, IN ACCORDANCE WITH OSHA STANDARDS.
[A] LADDERS TO STAY ACCESSIBLE
[B] ATTACH COAX/CABLE TO GUIDE BRACKETS/MESSENGER PIPE
- MANHOLES AND OTHER ACCESS PORTS SHALL NOT BE OBSTRUCTED IN ANY WAY BY CABLE ROUTING OR ATTACHMENTS, IN ACCORDANCE WITH OSHA STANDARDS.
- BALCONIES AND PLATFORMS SHALL NOT BE OBSTRUCTED IN ANY WAY BY CABLE ROUTING OR ATTACHMENTS, IN ACCORDANCE WITH OSHA STANDARDS.
[A] UTILIZE SNAP HANGERS
[B] USE OF TAPE OR ZIP TIES TO SECURE CABLES IS NOT ACCEPTABLE.
[C] ADDITIONAL COAX/CBLE/WIRES NEED TO BE ROLLED UP AND NOT HANGING LOOSE.
- GROUND AREA/EQUIPMENT PADS MUST BE IN CONCRETE NOT GRAVEL, DUE TO GROUND MAINTENANCE PROBLEMS.
- EQUIPMENT INSTALLED GREATER THAN TWENTY FEET (20'-0") FROM THE TANK MUST HAVE THE COAX RUN BURIED PER APPLICABLE SPECIFICATIONS.
- ICE BRIDGES MUST BE A MINIMUM OF SEVEN FEET (7'-0") ABOVE GRADE TO ALLOW TANK OWNER TO MAINTAIN THE GROUNDS.
- PROVIDE PROPER SIGNAGE AT THE SITE PER ALL REGULATORY REQUIREMENTS. SIGNS ARE NOT ALLOWED TO BE ATTACHED TO THE TANK.
- ALL INSTALLED EQUIPMENT SHALL BE HOUSED IN SUITABLE EIA APPROVED ENCLOSURES OR EQUIPMENT RACKS. ALL ENCLOSURE DOORS AND COVERS SHALL BE PROVIDED WITH LOCKS.
- ANY CORRECTIVE STRUCTURE REPAIRS OR MODIFICATIONS MUST BE MADE AS DESIGNED BY A PROFESSIONAL STRUCTURAL ENGINEER COMPETENT WITH ANSI/TIA-22-G, ASCE/SE17 AND AWWA D100 STANDARDS.
- MANY COMPONENTS COMMON TO THE COMMUNICATIONS INDUSTRY ARE DESIGNED FOR EASY SHIPPING. WHEN BOLTED TOGETHER, BACK TO BACK COMPONENTS SHOULD BE SEAL WELDED TO PREVENT FUTURE CORROSION AND RUST STREAKING.
- WHEN ELECTRICAL COMPONENTS ARE INSTALLED WITHIN THE TANK SUPPORT PEDESTAL, THE EFFECTS OF HIGH HUMIDITY, MOISTURE AND CONDENSATIONS SHOULD BE CONSIDERED AND THE EQUIPMENT ADEQUATELY PROTECTED OR WATERPROOFED.
- PENETRATIONS IN TUBULAR COLUMNS ON MULTI-LEG SUPPORTED TANKS IS PROHIBITED. COLUMNS ARE HERMETICALLY SEALED AND MUST NOT BE BREACHED OR PUNCTURED UNDER ANY CIRCUMSTANCE SINCE MOISTURE WILL ACCUMULATE INSIDE THE LEG AND EVENTUALLY CAUSE SERIOUS STRUCTURE DAMAGE.
- DAMAGED INTERIOR PAINT SURFACES SHALL BE REPAIRED IN A MANNER THAT IS COMPATIBLE WITH THE EXISTING PAINT SYSTEM. EXTERIOR PAINT DAMAGE SHALL BE REPAIRED AFTER COMPLETION OF THE ANTENNA INSTALLATION AND SHOULD BE COMPATIBLE WITH THE EXISTING PAINT SYSTEM. AWWA D102 SHOULD BE CONSULTED FOR PROPER PAINT PROCEDURE. ALL PAINTING AND SURFACE PREPARATION SHALL BE IN COMPLIANCE WITH SSPC AND NACE REGULATIONS.
- ALL TRANSMISSION LINES SHALL BE ATTACHED TO TOWER COAX SUPPORTS USING SNAP-IN HANGERS. CABLE TIES ARE NOT PERMITTED.
- WHERE PRACTICAL, CABLE RUNS SHALL BE BURIED BETWEEN THE TOWER AND ELECTRICAL EQUIPMENT HOUSING.
- ALL TRANSMISSION LINES SHALL BE TAGGED AT THE TOP AND BOTTOM OF EACH RUN NEAR THE CONNECTOR WITH AN IDENTIFICATION TAG CONTAINING THE LICENSEE'S NAME, WITH SECTOR LOCATION FCC OR IRAC CALL SIGN AND THE FRQUENCY ASSIGNED. BRASS TAGS WITH COPPER WIRE ARE PREFERRED. PLASTIC TAGS WITH VINYL LABELS OR INDELIBLE LINK MARKINGS ARE ACCEPTABLE. LINCENSEE'S NAME, SITE NAME, SITE I.D., SITE ADDRESS, CONTACT FOR THE LICENSE, PHONE NUMBER AND THE OUTPUT POWER MUST BE POSTED AT THE SITE.
- IF NEW ANTENNAS ARE INSTALLED ON THE TOP OF THE TANK, FAA OBSTRUCTION LIGHTING MAY NEED TO BE INSTALLED OR RAISED TO MEET FAA GUIDELINES. LOCAL FAA HEIGHT RESTRICTIONS SHOULD BE ADHERED TO STRICTLY.

ADDITIONAL COMMENTS

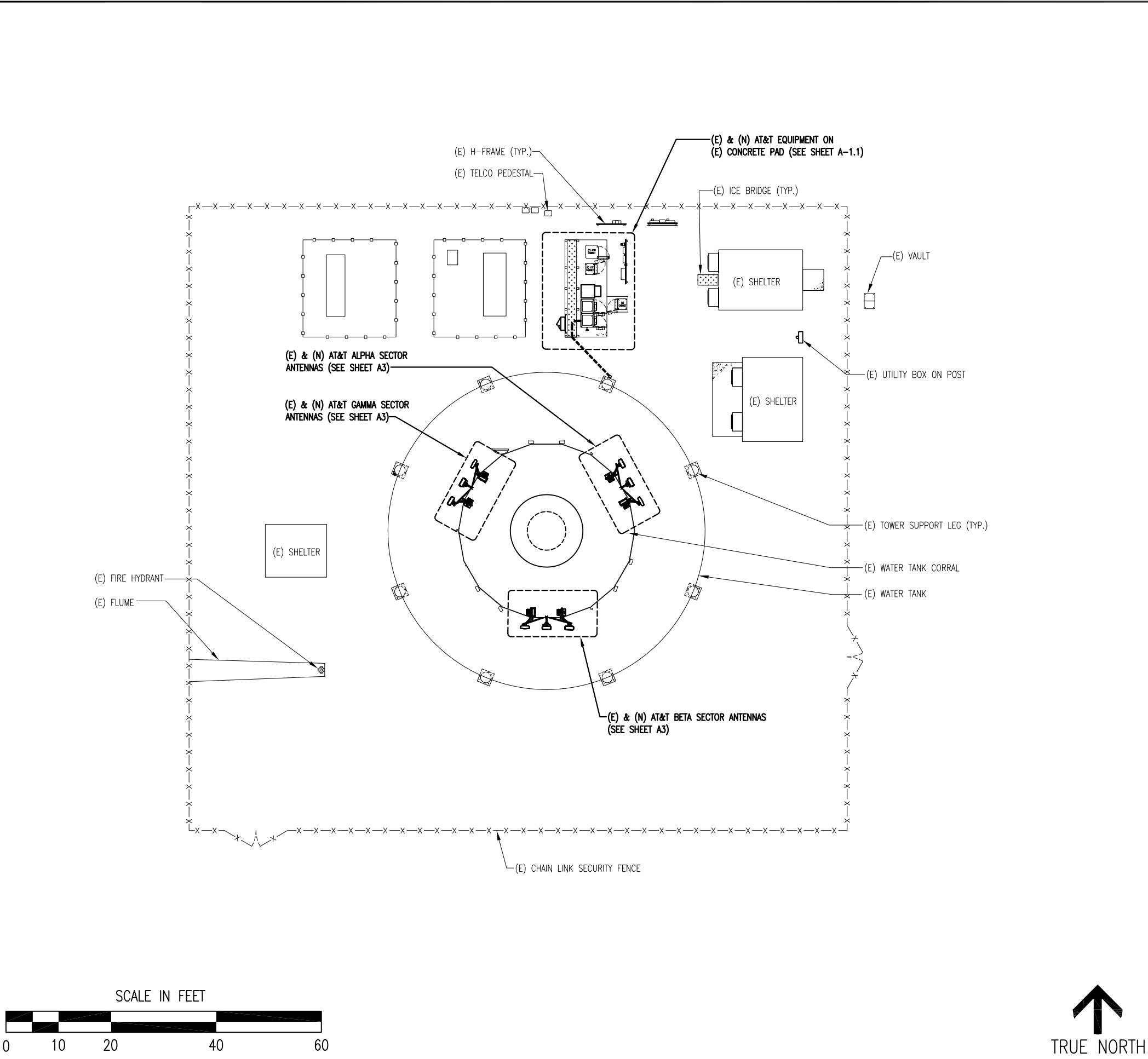
- [1] INTERIOR/EXTERIOR OF TANK IS IN PROCESS OF BEING FULLY RENOVATED. DO NOT DAMAGE COATINGS!
- [2] ALL PAINTING AND SURFACE PREPARATION SHALL COMPLY WITH SSPC AND NACE REGULATIONS. (INCLUDING AND TOUCH-UP AREAS)
- [3] COAX/CABLES/WIRING ON ROOF CORRAL NEEDS TO STAY UNIFORM AND SHALL NOT BE ATTACHED DIRECTLY TO THE RAILING OR POSTS. CABLE ROUTING GUIDES OR SIMILAR MUST BE USED.
- [4] EXCESS MATERIALS MUST BE REMOVED FROM SITE. COILED CABLES SHALL BE SECURED AND NEATLY ROLLED AS TO NOT INTERFERE WITH COATING INSPECTION, MAINTENANCE OR ACCESS.
- [5] NEW ANTENNA MOUNTS, PIPES AND BRACES MUST BE CONNECTED TO THE EXISTING RAILING BY WELDING. BOLT ON CONNECTIONS ARE NOT PERMITTED.



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4	03-03-25	FINALS	CG
5	05-02-25	FINALS	CG
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SITE PHOTO 1

2

SITE PHOTO 2

3



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CONSHOHOCKEN, PA 19428



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engineers
5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

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LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER D. MORIN
062-064977
05.02.25
OF ILLINOIS

14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE
COMPOUND PLAN

SHEET NUMBER
A-1

COMPOUND PLAN

SCALE: 1"=10'
SCALE: 1"=5'

TRUE NORTH

1

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SCOPE OF WORK

BOTTOMSIDE:

1. INSTALL ERICSSON BBU EQUIPMENT IN FLEX42

2. INSTALL (1) FLEX 42 ON CONCRETE PAD

3. RELOCATE EXISTING BBU TO PROPOSED FLEX 42 CABINET

4. INSTALL (11) -58V CONVERTERS

5. INSTALL (1) DC50-48-60-96-50F

6. INSTALL (3) 48V RECTIFIER R48-2000E3 FOR A TOTAL OF 12

7. INSTALL (20) 190AH BATTERY

8. INSTALL (1) RETROFIT KIT FOR 512

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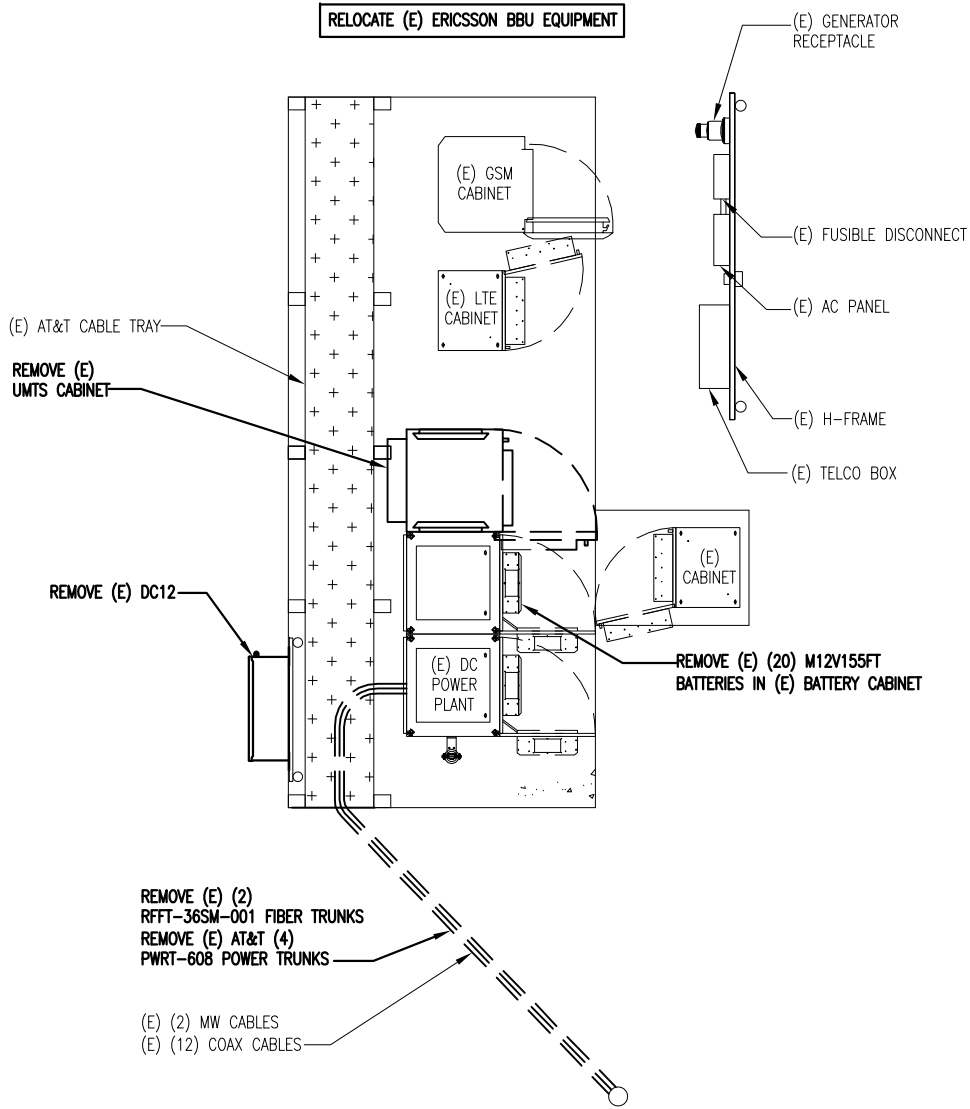
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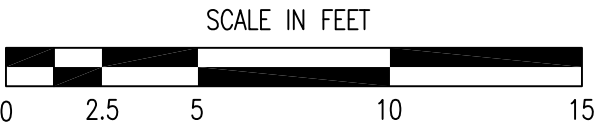
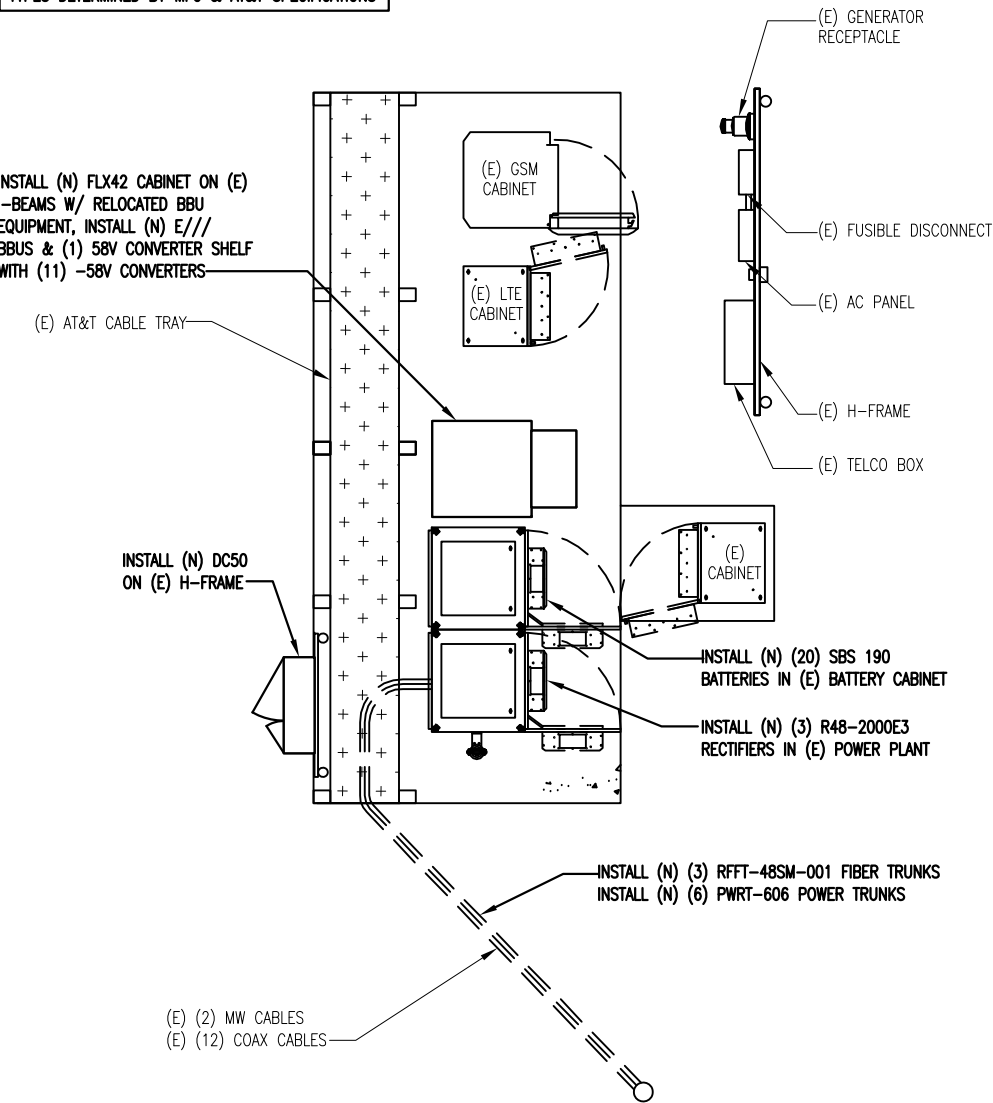
EXISTING &
PROPOSED
EQUIPMENT PLAN

SHEET NUMBER

A-1.1



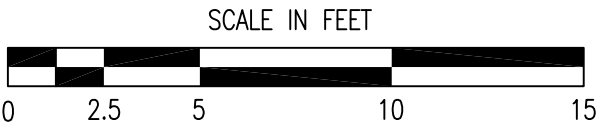
NOTE:
GROUND ALL (N) EQUIPMENT TO (E) GROUND RING
WITH THE APPROPRIATE GROUND WIRE SIZES AND
TYPES DETERMINED BY MFG & AT&T SPECIFICATIONS



EXISTING EQUIPMENT PLAN

SCALE: 1"=5' (11x17)
SCALE: 1"=2.5' (24x36)

PROPOSED EQUIPMENT PLAN

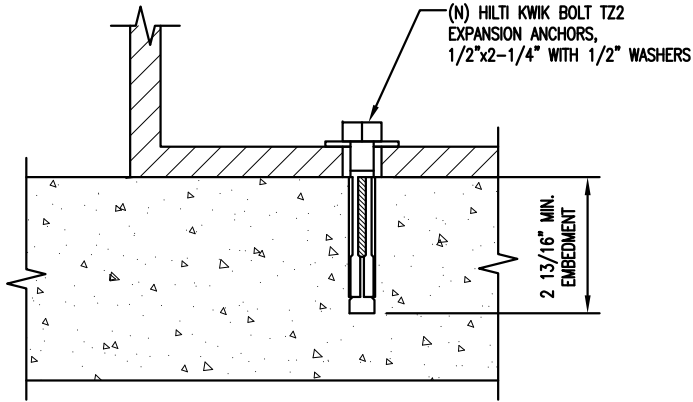


SCALE: 1"=5' (11x17)
SCALE: 1"=2.5' (24x36)

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FLX42 CABINET DETAIL

N.T.S1

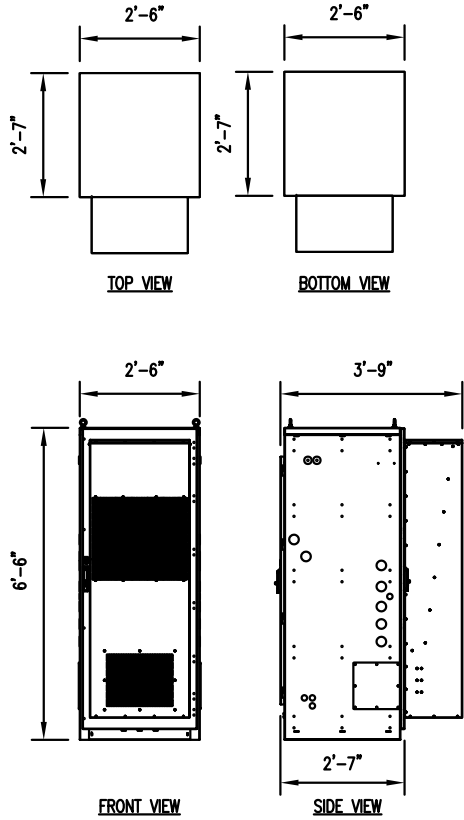


ANCHOR DETAIL

N.T.S2

48-58V CONVERTER DETAIL

N.T.S3



MECHANICAL SPECIFICATIONS	
DIMENSIONS (HxWxD):	78"x30"x31"
WEIGHT:	440 LBS
MOUNTING:	PAD MOUNT WITH PAD GASKET SIDE BY SIDE LINE UP CAPABLE
EXTERIOR CONSTRUCTION/FINISH:	0.100" ALUMINIUM POLYESTER POWDER COATED, GR-487 PROCESS CONTROL, LIGHT GRAY
INTERIOR CONSTRUCTION/FINISH:	0.5" ROOF INSULATION ZINC COATED STEEL RACK RAILS

ELECTRICAL SPECIFICATIONS	
MODEL NUMBER:	FLX42-3031 GR-487 ENCLOSURE
DC POWER:	(2) 100A DC BREAKER PANELS, 24 TOTAL CIRCUIT POSITIONS (2) 100A DC INPUT TERMINALS (2) DC SURGE PROTECTION DEVICES
GROUNDING:	(1) INTERIOR 12 POSITION MASTER GROUND BAR (1) INTERIOR 12 POSITION EQUIPMENT GROUND BAR
ALARMS:	8 POSITION TERMINAL BLOCK MOUNTED ON RIGHT WALL DOOR INTRUSION, HIGH TEMPERATURE, THERMAL SYSTEM FAILURE ALARMS PRE-TERMINATED
THERMAL SYSTEM:	7,800 HEAT EXCHANGER WITH 1800W HEATERS, FRONT DOOR MOUNT COLD START FUNCTIONALITY FOR LOW TEMPERATURE-SENSITIVE EQUIPMENT, 8 POSITIONS
OPERATING TEMPERATURE (EXTERIOR):	-40 TO 46° (-40 TO 114° F)



VERTIVE NESTURE C48/58-2000P3 CONVERTER DETAIL

TECHNICAL SPECIFICATIONS	
DC INPUT VOLTAGE	41 VDC TO 58.5 VDC, 48 VDC (NOMINAL)
DC INPUT MAXIMUM CURRENT	53 A
DC OUTPUT VOLTAGE	56 VDC TO 58 VDC
DC OUTPUT MAXIMUM POWER	2000 W PEAK, 1600 W AVERAGE AT 40 °C, 1280 W AVERAGE AT 65 °C
DC OUTPUT MAXIMUM CURRENT	35.7 A AT 2000 W PEAK 28.6 A AT 1600 W AVERAGE, 22.9 A AT 1280 W AVERAGE, ALL AT 56 VDC
PEAK EFFICIENCY	>95%
NOISE	< 250MV PK-PK; < 20MV RMS; <38 DBRNC
OPERATING TEMPERATURE	-40 °C TO +80 °C / -40 °F TO +176 °F)
STORAGE TEMPERATURE	-40 °C TO +85 °C / -40 °F TO +185 °F)
RELATIVE HUMIDITY	0 TO 90%
ALTITUDE	2000M / 6560 FT AT FULL POWER
SAFETY	UL62368-1, EN62368-1, IEC62368-1
EMC	FCC CFR 47 PART 15 CLASS A CONDUCTED AND CLASS B RADIATED
ENVIRONMENT	REACH, ROHS
DIMENSIONS (H X W X D)	41 X 84.5 X 252.5 MM / 1.61 X 3.33 X 9.94 INCHES
WEIGHT	1.13 KG / 2.49 LBS



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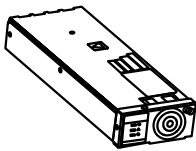
14th AVENUE WT RI
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SHEET TITLE
GROUND EQUIPMENT
DETAILS

SHEET NUMBER

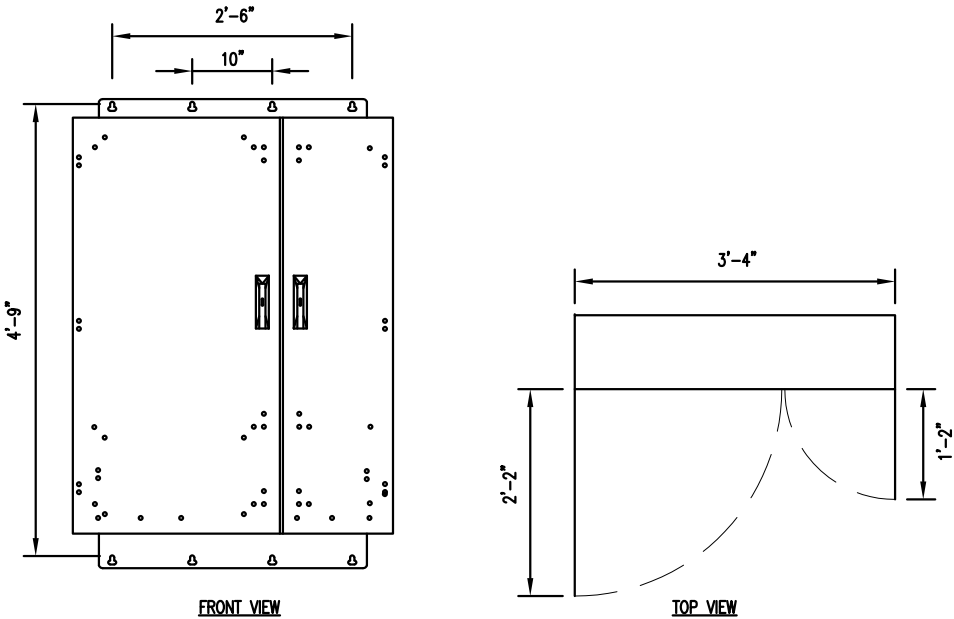
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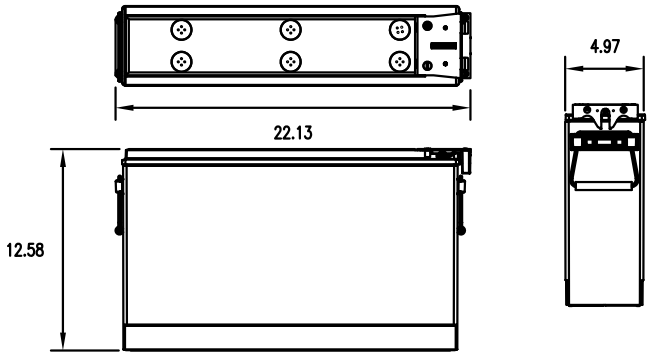
NESTURE R48-2000E3 RECTIFIER DETAIL

DC OUTPUT VOLTAGE	−42 VDC TO −58 VDC
DC OUTPUT POWER AND CURRENT	2000W (41.7A) @ 120/208/240 VAC INPUT AND −48VDC OUTPUT
POWER DERATING BASED ON INPUT VOLTAGE	176 VAC TO 300 VAC
POWER DERATING BASED ON TEMPERATURE	+55 °C (+131 °F)
AC INPUT VOLTAGE	NOMINAL 120/208/240 VAC
PERMITTED VARIATION	85 TO 300 VAC
HARMONIC CONTENT	≤ 5% FROM 50% TO 100% OF RATED LOAD
OPERATING AMBIENT TEMPERATURE RANGE	+55 °C (+131 °F) TO +80 °C (+176 °F) WITH DERATING OUTPUT −40 °C (−40 °F) TO +55 °C (+131 °F) WITH FULL POWER PERFORMANCE
TEMPERATURE COEFFICIENT	0.02% PER DEGRESS CELSIUS
RELATIVE HUMIDITY	0 TO 95%
ALTITUDE	2000M / 6560 FT AT FULL POWER
SURGE PROTECTION	COMPLIANCE WITH EN61000-4-5
HIGH VOLTAGE CATEGORY	II
SINGLE RECTIFIER AUDIBLE NOISE	AT +25 °C ≤ 50 DB(A)
POWER DISTRIBUTION SYSTEM	TN/TT/IT
EMC	ETSI EN 386, FCC CFR 47 PART 15 CLASS B, TELCORDIA GR-1089-CORE
EMI LOAD RANGE	10 - 100%
SAFETY	IEC 60950, EN 60950, UL 60950
DIMENSIONS (H X W X D)	42.0 (HEIGHT) X 84.5 (WIDTH) X 252.5 (DEPTH) IN MM 1.7 (HEIGHT) X 3.3 (WIDTH) X 9.9 (DEPTH) IN INCHES
WEIGHT	1.13 KG (2.49 LBS)



DC50 DETAIL

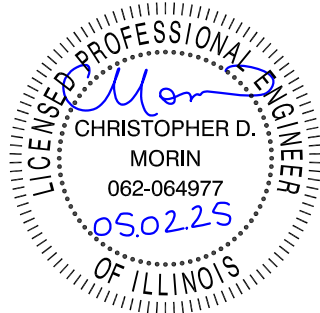
N.T.S2



DISCHARGE RATINGS IN AMP @ 77° F (25° C)									
VOLTS PER CELL (V.P.C)	1 HR.	2 HR.	3 HR.	4 HR.	5 HR.	8 HR.	12 HR.	20 HR.	24 HR.
1.75	108	64.4	46.4	36.6	30.4	20.5	14.4	9.1	7.7
1.80	103	62.5	62.5	36.0	30.0	20.2	14.2	9.0	7.6
1.85	94.1	59.1	59.1	34.6	28.9	19.5	13.8	8.7	7.4
1.88	87.5	55.9	41.3	33.0	27.6	18.7	13.2	8.4	7.1
1.90	82.5	53.2	39.5	31.6	26.5	18.0	12.7	8.0	6.8



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ROCK ISLAND, IL 61201

SHEET TITLE
GROUND EQUIPMENT
DETAILS

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A-1.3

R48-2000E3 RECTIFIER DETAIL

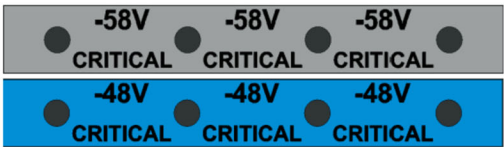
N.T.S1

190AH BATTERY DETAIL

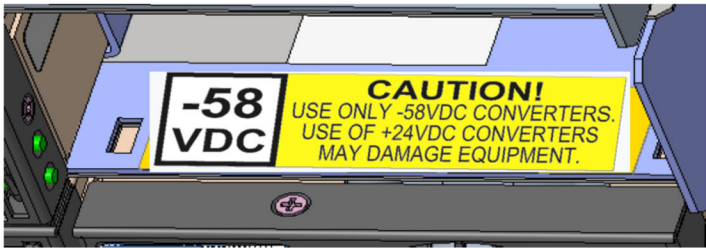
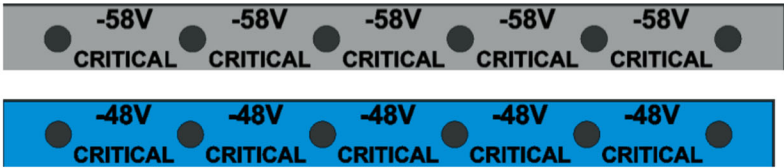
N.T.S3

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NEQ-53008 - NetSure 7100 Field Retrofit Kit 60028017



Swap as needed with original labels in bullet CB panels

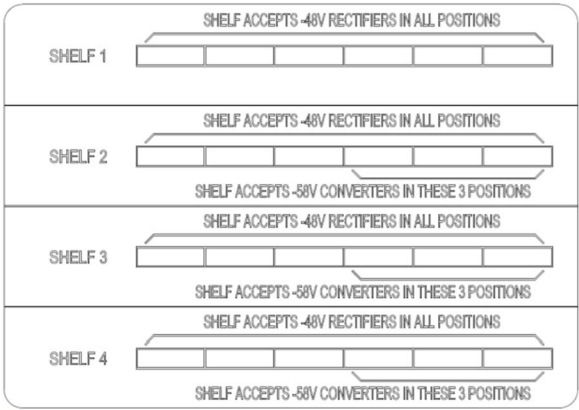
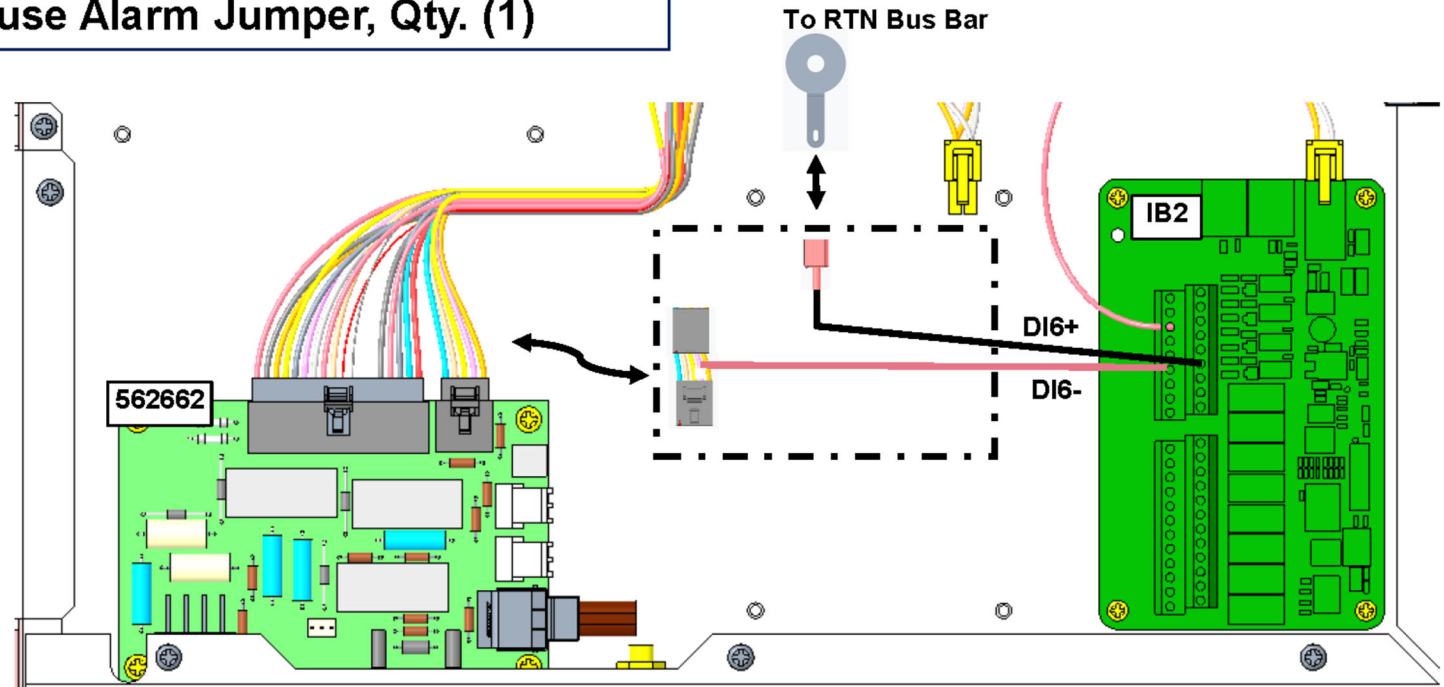


Qty. (1) per Conv Slot

NetSure™ MODEL 7100
THIS UNIT HAS BEEN FIELD RETROFITTED FOR USE WITH -58VDC CONVERTERS
OUTPUT: -48VDC --- 1000A / -58VDC 500A
REFER TO MANUAL IM60028017 FOR ADDITIONAL INFORMATION
60027892 VERTIV™

Example add-on for Nameplate

Fuse Alarm Jumper, Qty. (1)



Qty. (2): Front of cabinet, inside cabinet.

- Other Items:
- Configuration file.
 - USB stick & dual lock fastener.
 - Instruction book (printed).
 - Bag with kit number label.

Confidential. Property of Vertiv. 10`

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0	04-29-24	FINALS	GWW	
1	07-03-24	FINALS	JG	
2	09-26-24	FINALS	SD	
3	01-23-25	FINALS	RKM	
4	03-03-25	FINALS	CG	
5	05-02-25	FINALS	CG	

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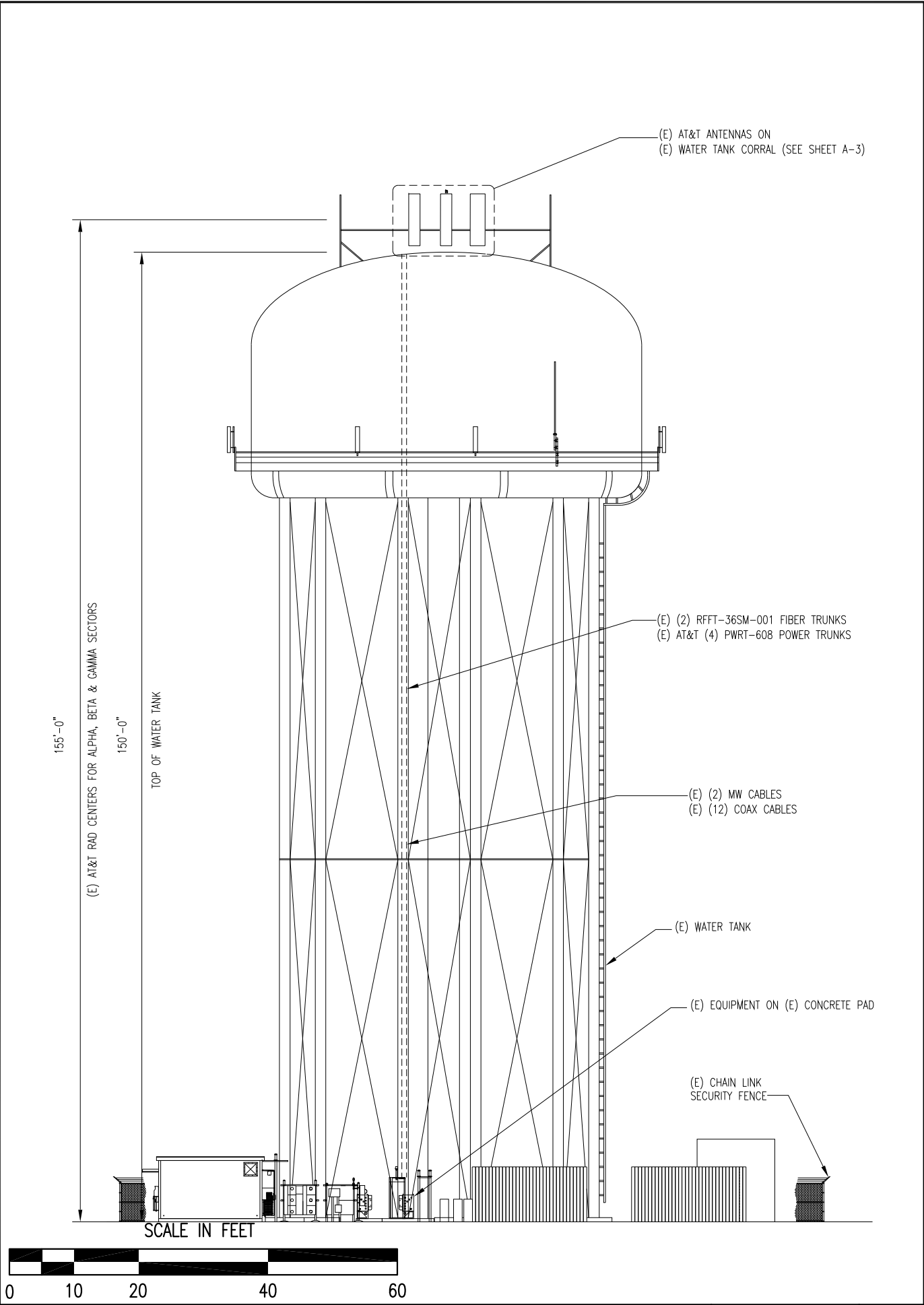
LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER D. MORIN
062-064977
05.02.25
OF ILLINOIS

14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE
GROUND EQUIPMENT
DETAILS

SHEET NUMBER
A-1.4

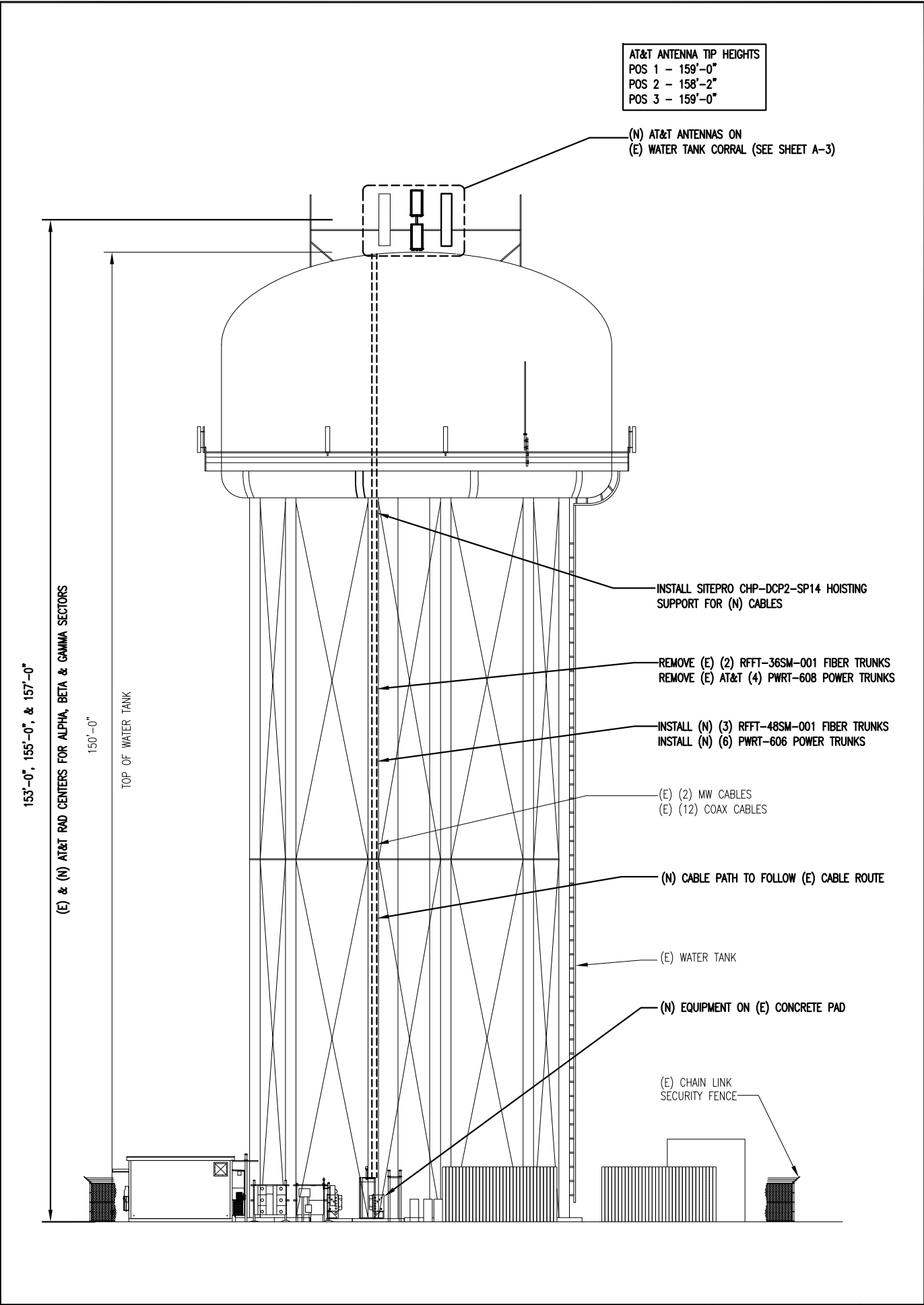
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EXISTING TOWER ELEVATION

SCALE: 1"=20' (11x17)
SCALE: 1"=10' (24x36)

1



PROPOSED TOWER ELEVATION

SCALE: 1"=20' (11x17)
SCALE: 1"=10' (24x36)

2

7900 XERXES AVE S
BLOOMINGTON, MN 55431

2 ASH STREET, ST #3000
CONSHOHOCKEN, PA 19428

architects
engineers
5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

REVISIONS			
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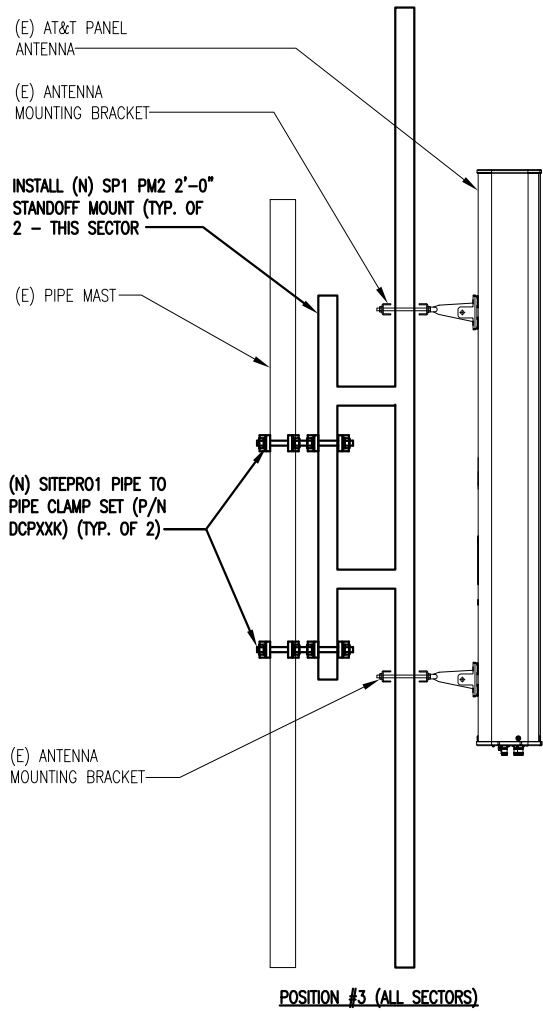
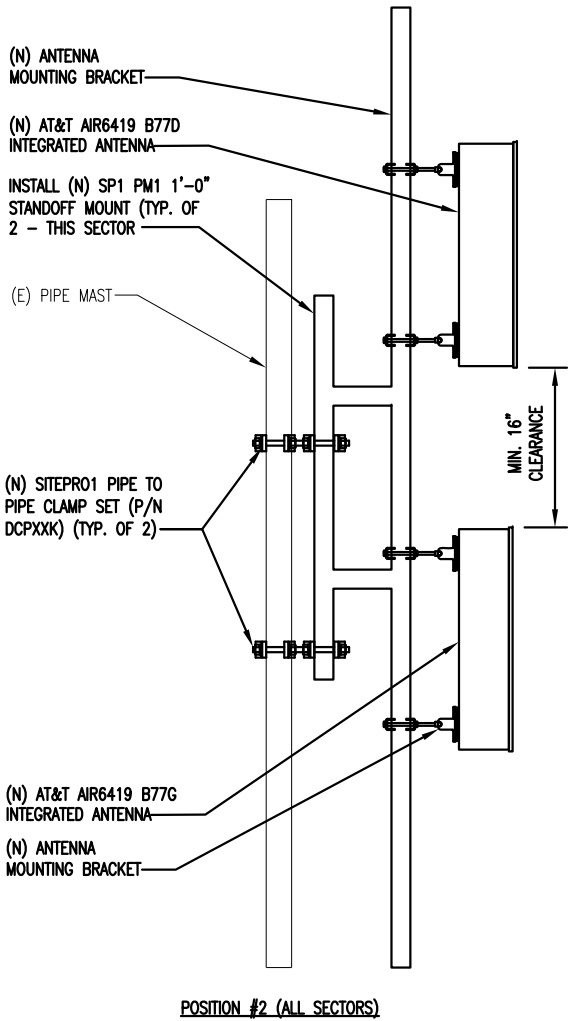
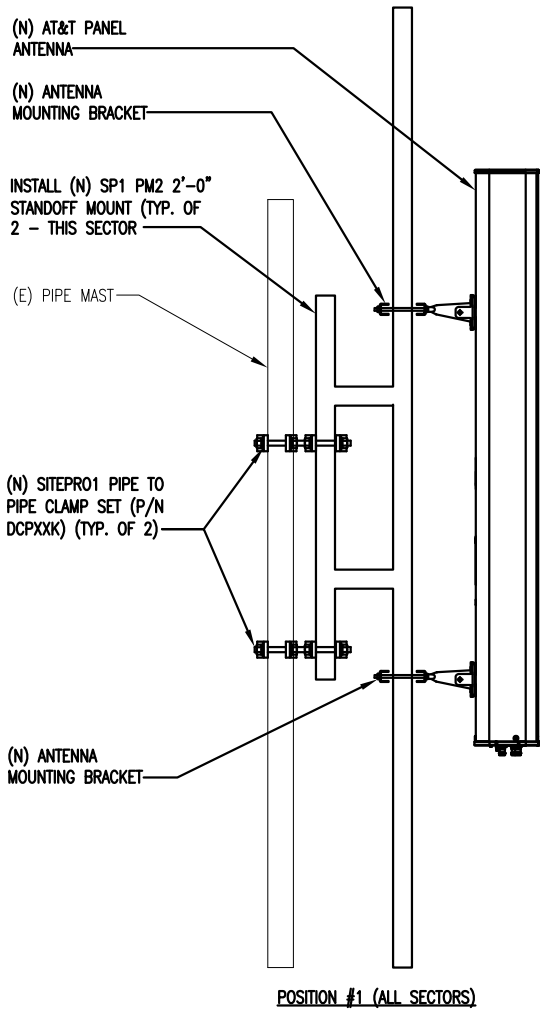
SHEET TITLE

TOWER ELEVATION

SHEET NUMBER

A-2

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14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE
ANTENNA MOUNTING
DETAILS

SHEET NUMBER
A-2.1

1. GENERAL CONTRACTOR IS TO FIELD VERIFY ALL EXISTING ANTENNA RAD CENTERS, ANTENNA TIP HEIGHTS WITH A PRE-TAPE DROP, AND AZIMUTHS PRIOR TO CONSTRUCTION. ALL CHANGES TO THE ANTENNA POSITIONS, AZIMUTHS, AND RAD CENTERS NEED TO BE DISCUSSED WITH RF AND AT&T FIELD CONSTRUCTION MANAGER. ALL CHANGES SHALL BE NOTED ON CONSTRUCTION AS BUILTS.
2. TOWER AND TOWER FOUNDATION DESIGN HAS BEEN PREPARED AND PROVIDED BY OTHERS. REFER TO MANUFACTURER'S APPROVED TOWER DRAWINGS OR CURRENT STRUCTURAL ANALYSIS. THE RF RAD CENTER OF THE PROPOSED ANTENNAS AND MOUNTING PLATFORM ARE BASED ON INFORMATION PROVIDED THROUGH AT&T.
3. THIS DRAWING IS A GRAPHICAL REPRESENTATION OF THE TOWER, THE RF RAD CENTER OF THE PROPOSED ANTENNAS AND PROPOSED MOUNTING PLATFORM/SECTOR FRAME BASED ON INFORMATION PROVIDED THROUGH AT&T, AND /OR ANALYZED BY OTHERS. BC ARCHITECTS ENGINEERS CERTIFIES ONLY THAT INFORMATION PROVIDED TO BC ARCHITECTS ENGINEERS FOR THE PREPARATION OF THESE PLANS AND IS NOT CERTIFYING NOR WARRANTING THE DESIGN NOR VERIFYING THE ANALYTICAL RESULTS OF THE STRUCTURAL ANALYSIS PERFORMED BY OTHERS
4. THE CONTRACTOR SHALL VERIFY THE LOCATION OF THE PROPOSED CABLES, CABLE LADDER, AND/OR OTHER CABLE SUPPORTING SYSTEM PER CURRENT STRUCTURAL ANALYSIS.
5. ALL COAX CABLES SHALL BE STACKED IN ACCORDANCE WITH THE CURRENT STRUCTURAL ANALYSIS. THE CONTRACTOR OR SUBCONTRACTOR SHALL FURNISH AND INSTALL CABLE LADDER RACK, CABLE TRAYS, ETC., AND/OR CONDUIT AS REQUIRED TO SUPPORT CABLES
6. THE CONTRACTOR SHALL VERIFY WITH CONSTRUCTION TURF VENDORS 48 HOURS PRIOR TO INSTALLATION OF ALL EQUIPMENT/RF CONFIGURATION AND ANY RELATED WORK RELATED TO THE COMPLETION OF THIS PROJECT.
7. THIS DRAWING IS FOR GENERAL INFORMATION ONLY



SCALE: 1"=10' (11x17)
SCALE: 1"=5' (24x36)

1

PROPOSED ANTENNA PLAN

SCALE: 1"=10' (11x17)
SCALE: 1"=5' (24x36)

4



1. NO BOLTING TO EXISTING CORRAL MAST PIPES
2. ATTACHMENTS MUST BE WELDED



PROPOSED SITE PRO 1 PM2
WITH (2) SITE PRO 1
SCP10W P2P CLAMPS
(2 PER SECTOR)

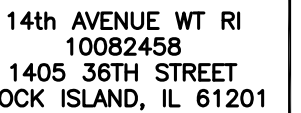
36°

2'-6'

(TYPICAL PER SECTOR)



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LABELED AS FOR CONSTRUCTION

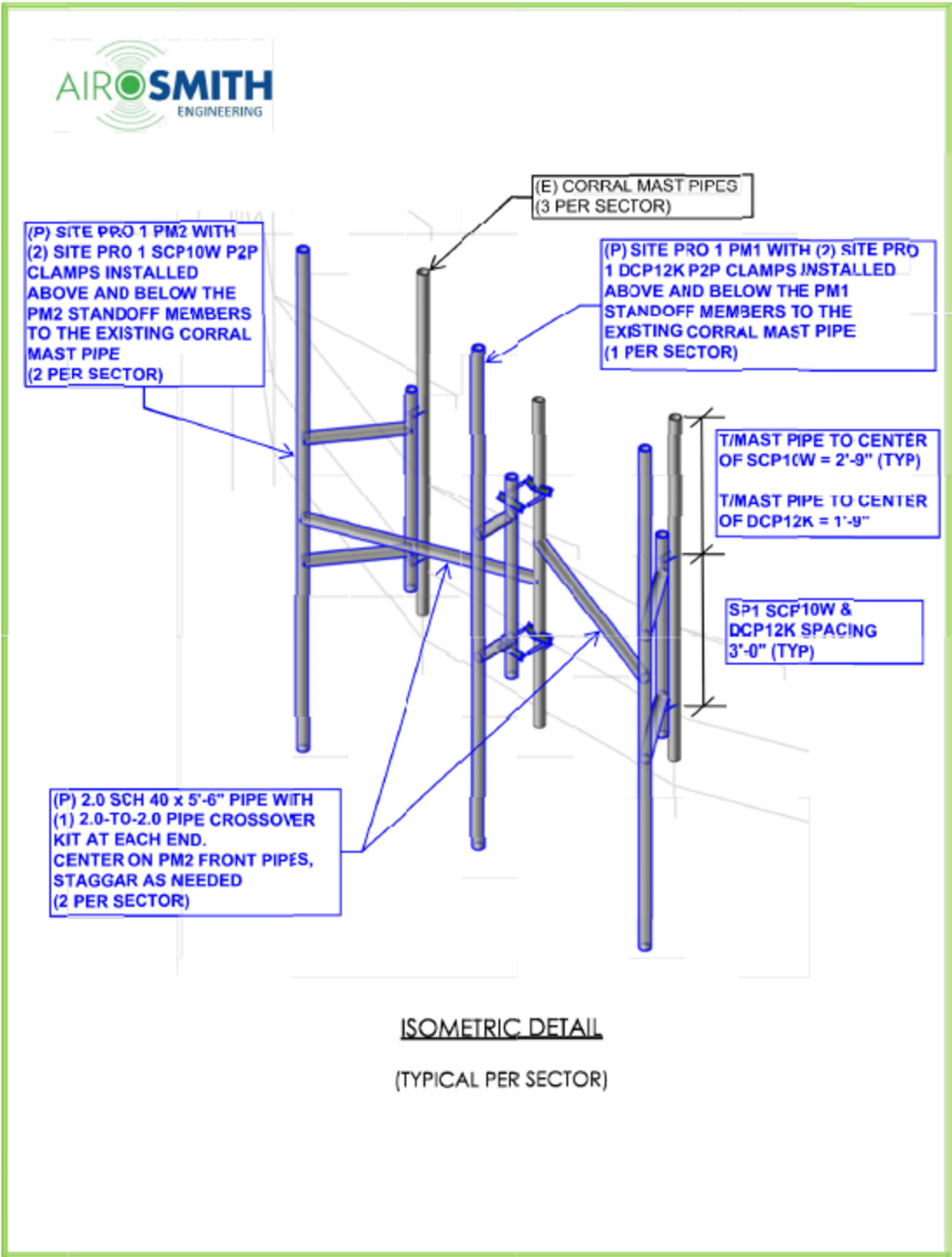


MOUNT MODIFICATION DETAILS

A-3.1

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- NOTES:
- 1. NO BOLTING TO EXISTING CORRAL MAST PIPES
 - 2. ATTACHMENTS MUST BE WELDED



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5	05-02-25	FINALS	CG

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14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE
**MOUNT MODIFICATION
DETAILS**

SHEET NUMBER
A-3.2

THE DESIGN SHOWN IN THESE DRAWINGS IS BASED ON INFORMATION GATHERED FROM AT&T RFDS ID: RFDS-5897154 DATED 03/07/2024



AT&T

7900 XERXES AVE S
BLOOMINGTON, MN 55431



amentum

2 ASH STREET, ST #3000
CONSHOHOCKEN, PA 19428



architects
engineers

5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
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14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE

ANTENNA SCHEDULE

SHEET NUMBER

A-4

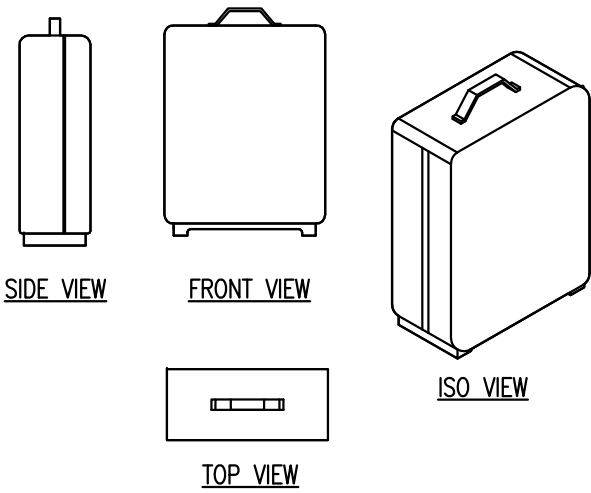
SECTOR 1													
SECTOR	ANTENNA TECHNOLOGY	ANTENNA POSITION	MAKE	MODEL	RAD. CTR FT. AGL.	TOP OF ANTENNAS	AZIMUTH	CABLE TYPE	APPROXIMATE LENGTH	DIPLEXERS	TMA	FILTER	RRH
ALPHA	LTE 700 LTE WCS	#1	COMMSCOPE	NNHH-65C-R4	155'	159'±	60°	(N) FIBER	-	-	-	-	(1) (N) 4415 B30 (1) (N) 4490 B5/B12
	5G CBAND 5G DOD	#2	ERICSSON	AIR6419 B77D + AIR 6419 B77G (STACKED)	153' 157'	158'-2"±	60°	(N) FIBER	-	-	-	-	INTEGRATED INTEGRATED
	LTE 700 LTE 1900 LTE AWS	#3	KMW	EPBQ-654L8H8-L2	155'	159'±	60°	(N) FIBER	-	-	-	-	(1) (N) 4494 B14/B29 (1) (N) 4890 B25/B66
	-	#4	-	-	-	-	-	-	-	-	-	-	-

SECTOR 2													
SECTOR	ANTENNA TECHNOLOGY	ANTENNA POSITION	MAKE	MODEL	RAD. CTR FT. AGL.	TOP OF ANTENNAS	AZIMUTH	CABLE TYPE	APPROXIMATE LENGTH	DIPLEXERS	TMA	FILTER	RRH
BETA	LTE 700 LTE WCS	#5	COMMSCOPE	NNHH-65C-R4	155'	159'±	180°	(N) FIBER	-	-	-	-	(1) (N) 4415 B30 (1) (N) 4490 B5/B12
	5G CBAND 5G DOD	#6	ERICSSON	AIR6419 B77D + AIR 6419 B77G (STACKED)	153' 157'	158'-2"±	180°	(N) FIBER	-	-	-	-	INTEGRATED INTEGRATED
	LTE 700 LTE 1900 LTE AWS	#7	KMW	EPBQ-654L8H8-L2	155'	159'±	180°	(N) FIBER	-	-	-	-	(1) (N) 4494 B14/B29 (1) (N) 4890 B25/B66
	-	#8	-	-	-	-	-	-	-	-	-	-	-

SECTOR 3													
SECTOR	ANTENNA TECHNOLOGY	ANTENNA POSITION	MAKE	MODEL	RAD. CTR FT. AGL.	TOP OF ANTENNAS	AZIMUTH	CABLE TYPE	APPROXIMATE LENGTH	DIPLEXERS	TMA	FILTER	RRH
GAMMA	LTE 700 LTE WCS	#9	COMMSCOPE	NNHH-65C-R4	155'	159'±	300°	(N) FIBER	-	-	-	-	(1) (N) 4415 B30 (1) (N) 4490 B5/B12
	5G CBAND 5G DOD	#10	ERICSSON	AIR6419 B77D + AIR 6419 B77G (STACKED)	153' 157'	158'-2"±	300°	(N) FIBER	-	-	-	-	INTEGRATED INTEGRATED
	LTE 700 LTE 1900 LTE AWS	#11	KMW	EPBQ-654L8H8-L2	155'	159'±	300°	(N) FIBER	-	-	-	-	(1) (N) 4494 B14/B29 (1) (N) 4890 B25/B66
	-	#12	-	-	-	-	-	-	-	-	-	-	-

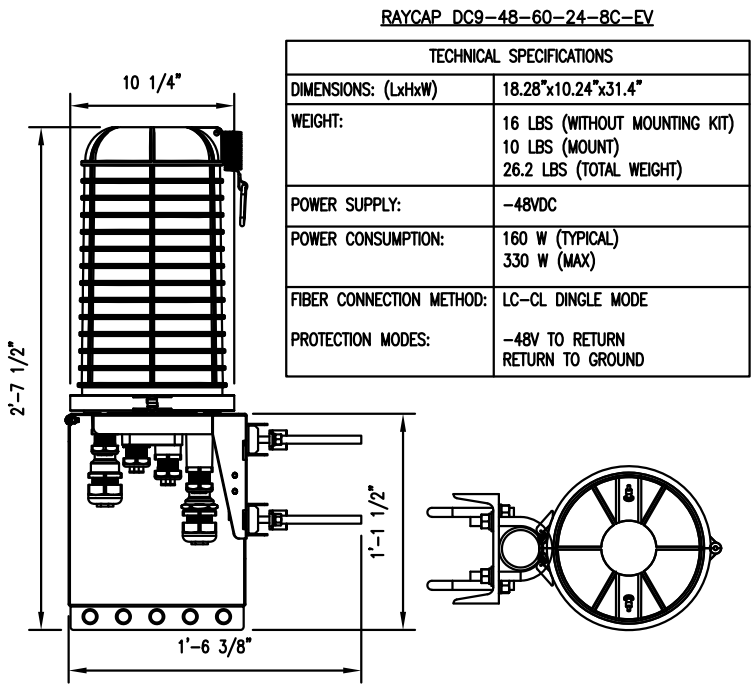
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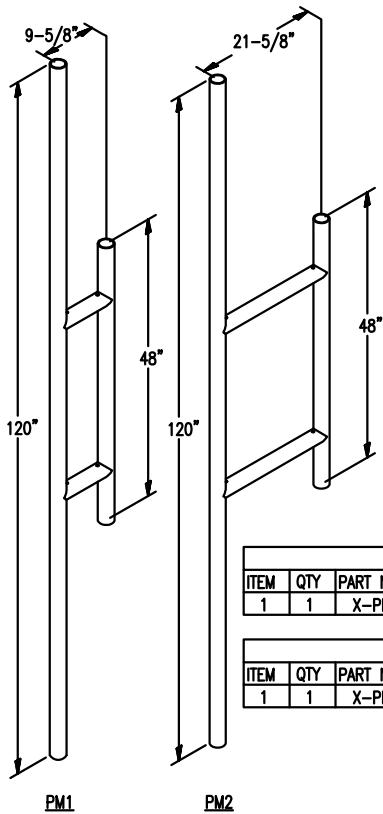
RRUS 4415 B30	
TECHNICAL SPECIFICATIONS	
B30 A+ B	TX=2350 - 2360 MHz RX=2305 - 2315 MHz
CPRI 2 PORTS x 2.5/4.9/9.8/10.1 GBPS	
INSTALL (2) SFPx AND CONNECT (2) FIBER PAIR TO THE RRUS 4415 DURING INITIAL INSTALL	
BREAKER SIZE	25A,
DC POWER CONSUMPTION	670 W (FOR DIMENSIONING)
200 MM HORIZONTAL SEPARATION REQUIRED	
200 MM SEPARATION REQUIRED FROM ANTENNA BACKPLANE TO RADIO	
400 MM VERTICAL OUTDOOR/INDOOR REQUIRED BETWEEN 2 RADIOS SEPARATION REQUIRED	
500 MM VERTICAL SEPARATION BELOW ANTENNA	
MIN, MAX DC CABLE SIZE FROM SQUID TO RADIO = 10.8 AWG	
1. ADAPTER IS REQUIRED FOR 2-WIRE CONNECTION	
2. SHIELDED DC CABLE IS REQUIRED	
GROUND CABLE SIZE = 2AWG	
DIMENSIONS INCL. HANDLE, FEET AND SUNSHIELD:	HEIGHT: 16.5" WIDTH: 13.4" DEPTH: 5.9"
WEIGHT, EXCL. MOUNTING HARDWARE:	46 LBS
CONNECTION TYPE:	4x4.3-10 (F)

4415 B30 RRH DETAIL	N.T.S	1
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RAYCAP DC9-48-60-24-8C-EV	
TECHNICAL SPECIFICATIONS	
DIMENSIONS: (LxHxW)	18.28"x10.24"x31.4"
WEIGHT:	16 LBS (WITHOUT MOUNTING KIT) 10 LBS (MOUNT) 26.2 LBS (TOTAL WEIGHT)
POWER SUPPLY:	-48VDC
POWER CONSUMPTION:	160 W (TYPICAL) 330 W (MAX)
FIBER CONNECTION METHOD:	LC-CL DINGLE MODE
PROTECTION MODES:	-48V TO RETURN RETURN TO GROUND

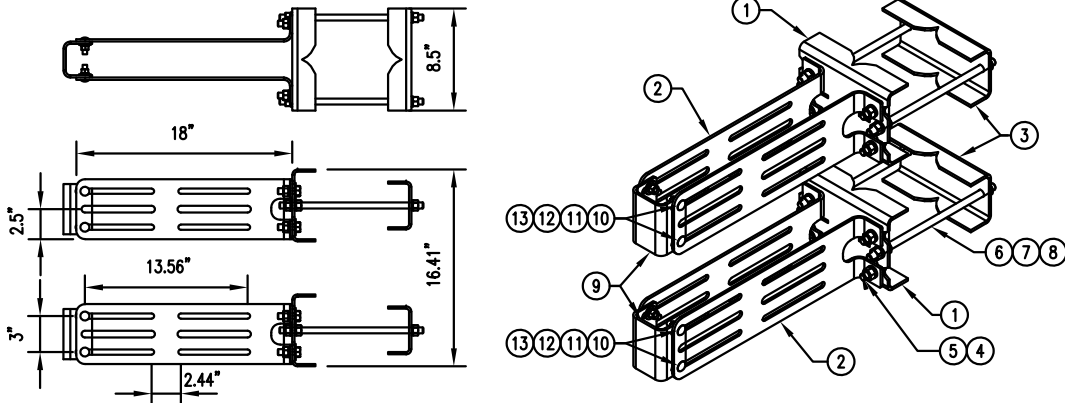
DC9-48-60-24-8C-EV DETAIL	N.T.S	2
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PARTS LIST						
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	1	X-PM2	PM2 STANDOFF MOUNT WELDMENT		67.21	67.21

PARTS LIST						
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	1	X-PM1	PM1 STANDOFF MOUNT WELDMENT		59.45	59.45

SITEPRO PM2/1 STANDOFF MOUNT DETAIL (OR APPROVED EQUAL)	N.T.S	3
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RR-FA2 DUAL RRU MOUNT	
TECHNICAL SPECIFICATIONS:	
DIMENSIONS:	16.4" (H) X 18" (L)
MOUNTING DIAMETER 2, (MAXIMUM):	6"
MOUNTING DIAMETER 2, (MINIMUM):	1.5"
MOUNTING DIAMETER, (MAXIMUM):	5.6"
MOUNTING DIAMETER, (MINIMUM):	2.4"
WEIGHT:	36 LBS
MATERIAL:	HOT DIP GALVANIZED STEEL
WEIGHT:	36 LBS

COMPONENT PART NUMBERS PROVIDED FOR ASSEMBLY PURPOSES; INDIVIDUAL COMPONENTS MAY BE SHIPPED AS PARTS WITHIN AN INCLUDED KIT.			
ITEM	PART NO.	DESCRIPTION	QTY. WEIGHT
1	MTC378912	WELDED FRONT BRACKET	2 4.18 LBS
2	MTC378909	RRU HANGER	4 3.97 LBS
3	MTC378903	REAR BRACKET	2 3.10 LBS
4	GW-04	1/2" GALV FLAT WASHER	8 0.04 LBS
5	GB-04145	1/2" X 1-1/2" GALV BOLT KIT	8 0.13 LBS
6	GWL-04	1/2" GALV LOCK WASHER	12 0.01 LBS
7	GN-04	1/2" GALV HEX NUT	12 0.04 LBS
8	MT-379	1/2" X 12" GALV THREADED ROD	4 0.66 LBS
9	RRFA-0001-00	BRACKET, RRU MOUNT SMALL STABILIZER	2 1.46 LBS
10	GW-03	3/8" GALV FLAT WASHER	8 0.01 LBS
11	GWL-03	3/8" GALV LOCK WASHER	8 0.01 LBS
12	GN-03	3/8" GALV HEX NUT	8 0.02 LBS
13	MTC8196	3/8 X 1-1/4" CARRIAGE BOLT	8 0.052 LBS

RR-FA2 DUAL RRU MOUNT (OR APPROVED EQUAL)	N.T.S	4
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REVISIONS			
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3	01-23-25	FINALS	RKM
4	03-03-25	FINALS	CG
5	05-02-25	FINALS	CG
NOT FOR CONSTRUCTION UNLESS LABELED AS FOR CONSTRUCTION			

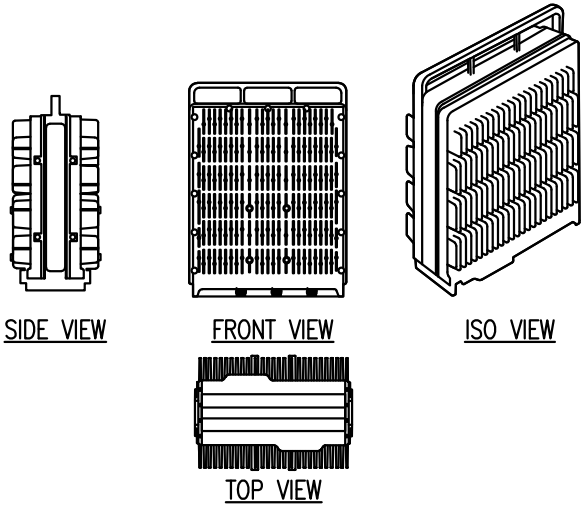


14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

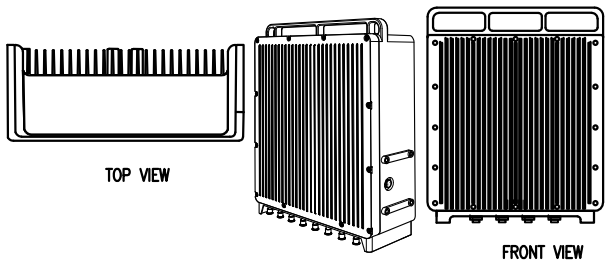
SHEET TITLE
TOWER EQUIPMENT
DETAILS

SHEET NUMBER
A-5

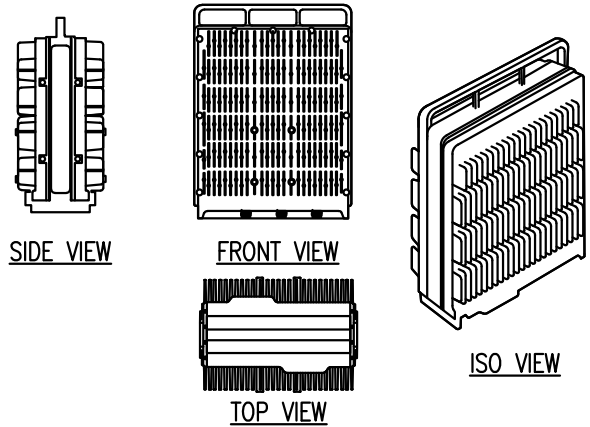
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4490 B5 & B12 RRH	
TECHNICAL SPECIFICATIONS	
BAND:	4TX/4RX PER BAND (B5 & B12)
480W OF TOTAL POWER:	4x60W PER BAND (4T4R IN EACH BAND)
IBW:	FULL IBW IN EACH BAND
CARRIER BW:	MAX 6 CARRIER PER PORT (DL), MAX 3 CARRIERS PER PORT (UL)
OUTPUT POWER:	-48 VDC 3-WIRE (2-WIRE WITH ADAPTER) TWO DC POWER PORTS OF 20A
CONNECTION TYPE:	4x4.3-10 PLUS (F)
FIELD GROUND:	DUAL LUG
WEIGHT:	68 LBS
VOLUME:	29.3 L
DIMENSION: (H"xW"xD)	15.1" x 17.5" x 6.8"



ERICSSON - RRUS 4494 B14/B29	
TECHNICAL SPECIFICATIONS	
BAND	4T4R/2T
PA POWER	B14: 4X40W B29: 2X40W
OUTPUT POWER:	-48 VDC 3-WIRE OR 2-WIRE (SINGLE DC-CONNECTOR)
FRONT AREA	384 MM X 444 MM
DEPTH	143 MM
WEIGHT	26 KG



RRUS 4890 B25/B66	
TECHNICAL SPECIFICATIONS	
BAND:	8 PORT, 4T8R PER BAND (B25 & B66)
480W OF TOTAL POWER:	4x60W PER BAND (4T4R IN EACH BAND)
IBW:	FULL IBW IN EACH BAND
CARRIER BW:	MAX 6 CARRIER PER PORT (DL), MAX 3 CARRIERS PER PORT (UL)
OUTPUT POWER:	-48 VDC 3-WIRE OR 2-WIRE (SINGLE DC-CONNECTOR)
CONNECTION TYPE:	4x4.3-10 PLUS (F)
FIELD GROUND:	DUAL LUG
WEIGHT:	~68 LBS
VOLUME:	~30 L
DIMENSION: (H"xW"xD)	15.1" x 17.5"

4494 B14/B29 RRH DETAIL

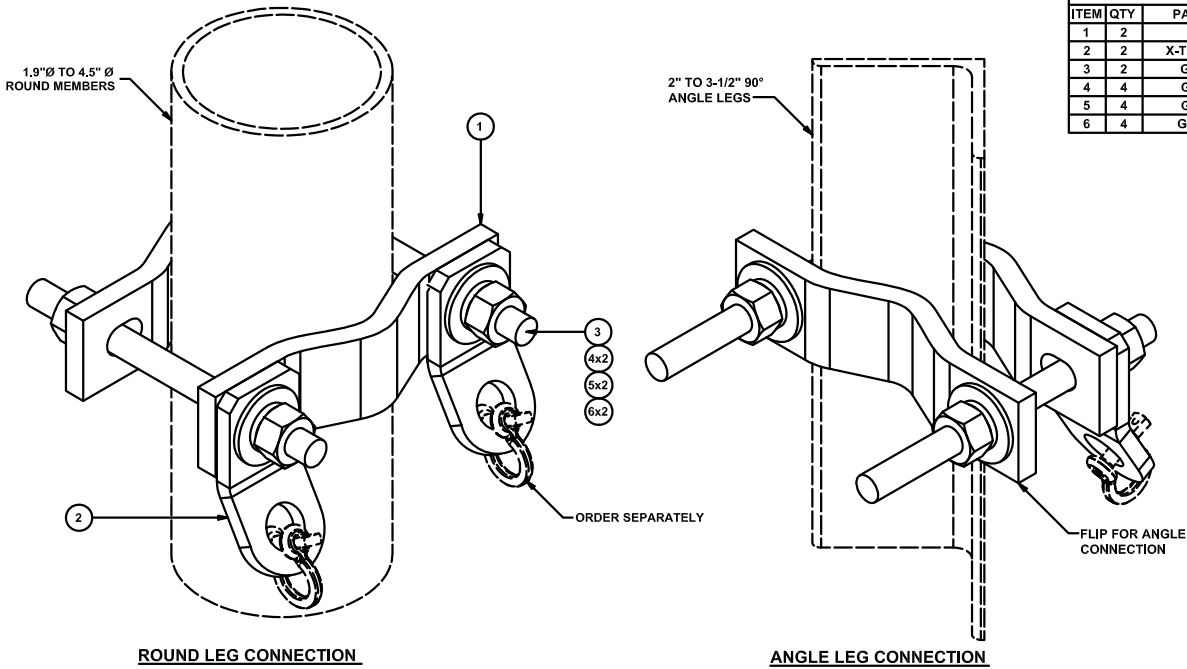
N.T.S

2

4890 B25/B66 RRH DETAIL

N.T.S

3



PARTS LIST						
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	2	DCP	1/2" THICK, 5-3/4" CNTER TO CENTER CLAMP HALF	8 1/8 in	2.36	4.72
2	2	X-TOAB-BPL	TIE-OFF ANCHOR BRACKET BENT PLATE	2 in	0.83	1.66
3	2	G58R-8	5/8" x 8" THREADED ROD (HDG.)		0.70	1.39
4	4	G58FW	5/8" HDG USS FLATWASHER	1/8 in	0.07	0.28
5	4	G58LW	5/8" HDG LOCKWASHER		0.03	0.10
6	4	G58NUT	5/8" HDG HEAVY 2H HEX NUT		0.13	0.52
					TOTAL WT. #	8.69

SITEPRO CHP-DCP2-SP14 HOISTING SUPPORT DETAILS (OR APPROVED EQUAL)

N.T.S

4



REVISIONS			
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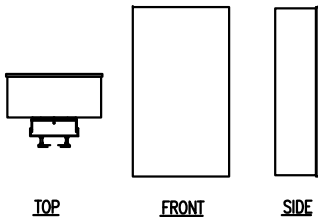
14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE
TOWER EQUIPMENT
DETAILS

SHEET NUMBER

A-5.1

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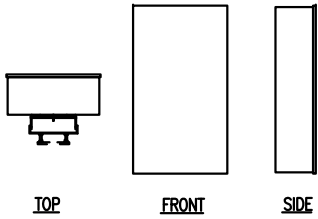


ERICSSON AIR6419 B77D PANEL
ANTENNA MECHANICAL SPECIFICATIONS

DIMENSIONS: 28.2283"Lx16.063"Wx7.24409"D
WEIGHT: 66.1 KGS
ANTENNA: 64T64R
EIRP: 79 DBM

ELECTRICAL SPECIFICATIONS

ANTENNA ELEMENTS	192
TRX BRANCHES	64TR64R
ANTENNA CONFIGURATION	(3X1)X(4X8)
OPERATIVE BAND	3700–3980 MHZ
IBW	200 MHZ
TCBW	200 MHZ
OUTPUT POWER	320W
PEAK EIRP	79DBM
OUTPUT POWER	320W
SIZE (WxLxD)	717X408X184 MM = 54L
WEIGHT	<30KG
TYPE OF COOLING	PASSIVE
eCPRI LINK	3*25G
POWER SUPPLY	–48V VDC 3–WIRES
MULTI–LAYER MU MIMO	16/8 DL/UL LAYER

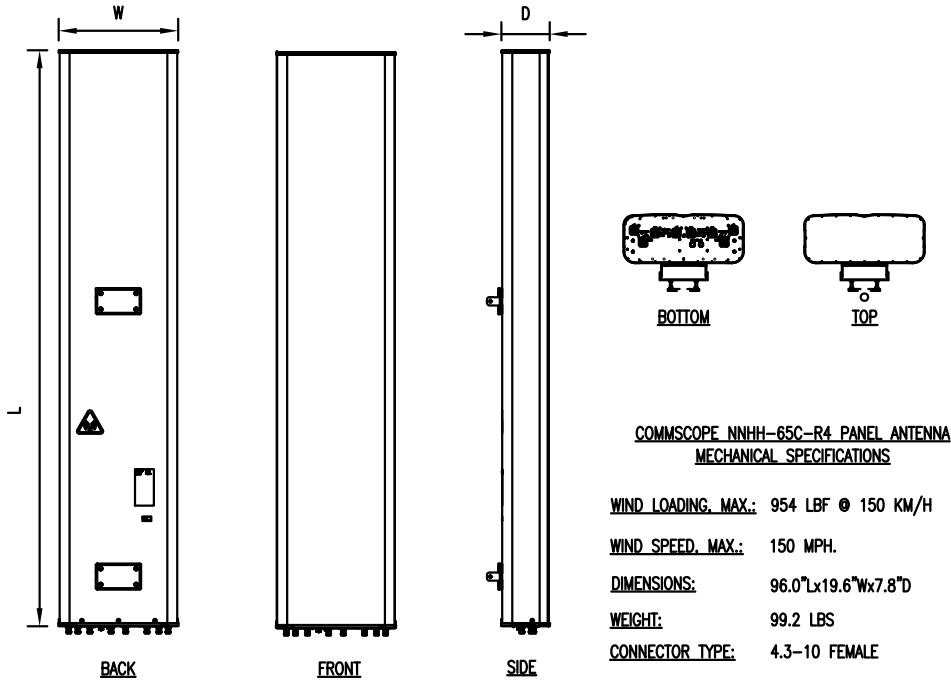


ERICSSON AIR6419 B77G PANEL
ANTENNA MECHANICAL SPECIFICATIONS

DIMENSIONS: 28.3"Lx15.8"Wx9.3"D
WEIGHT: 66.1 LBS
ANTENNA: 64T64R AAS
EIRP: 79 DBM
WIND LOAD: 440 SQ.IN

ELECTRICAL SPECIFICATIONS

ANTENNA ELEMENTS	192
TRX BRANCHES	64TR64R
ANTENNA CONFIGURATION	(3X1)X(4X8)
OPERATIVE BAND	3450–3550 MHZ
IBW	100 MHZ
TCBW	100 MHZ
OUTPUT POWER	320W
PEAK EIRP	79DBM
PSD	4W/MHZ (TARGET 8W/MHZ FOR ROUND
SIZE (WxLxD)	400X710X170 = –50L
WEIGHT	<30KG
TYPE OF COOLING	PASSIVE
eCPRI LINK	2*25G
POWER SUPPLY	–48V VDC 3–WIRES
MULTI–LAYER MU MIMO	16/8 DL/UL LAYER



COMMSCOPE NNHH-65C-R4 PANEL ANTENNA
MECHANICAL SPECIFICATIONS

WIND LOADING, MAX.: 954 LBF @ 150 KM/H
WIND SPEED, MAX.: 150 MPH.
DIMENSIONS: 96.0"Lx19.6"Wx7.8"D
WEIGHT: 99.2 LBS
CONNECTOR TYPE: 4.3–10 FEMALE

FREQUENCY BAND, MHZ	698–806	806–896	1695–1880	1850–1990	1920–2180	2300–2360
GAIN, DBI	15.7	16.1	18.3	18.8	19.1	19.3
BEAMWIDTH, HORIZONTAL, DEGREES	73°	71°	58°	59°	61°	59°
BEAMWIDTH, VERTICAL, DEGREES	9.8°	8.6°	5.4°	5.0°	4.7°	4.2°
INPUT POWER PER PORT, MAXIMUM, WATTS	300	300	250	250	250	250
POLARIZATION	±45°	±45°	±45°	±45°	±45°	±45°
IMPEDANCE	50	50	50	50	50	50



REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
A	04–11–24	ISSUED FOR REVIEW	GW
0	04–29–24	FINALS	GW
1	07–03–24	FINALS	JG
2	09–26–24	FINALS	SD
3	01–23–25	FINALS	RKM
4	03–03–25	FINALS	CG
5	05–02–25	FINALS	CG
NOT FOR CONSTRUCTION UNLESS LABELED AS FOR CONSTRUCTION			



14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE

TOWER EQUIPMENT
DETAILS

SHEET NUMBER

A–5.2

AIR6419 B77D ANTENNA DETAIL

N.T.S

1

AIR6419 B77G ANTENNA DETAIL

N.T.S

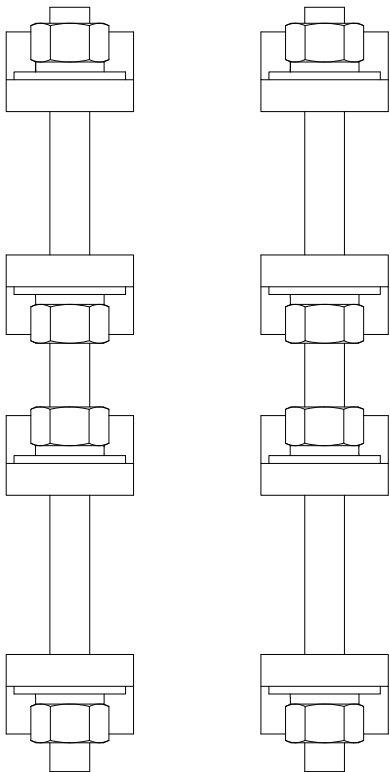
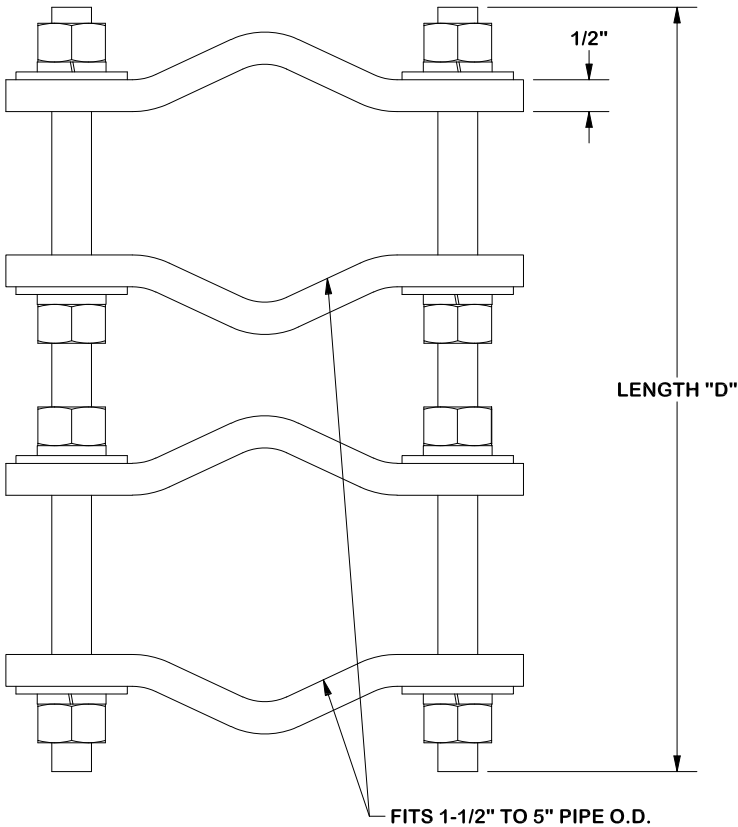
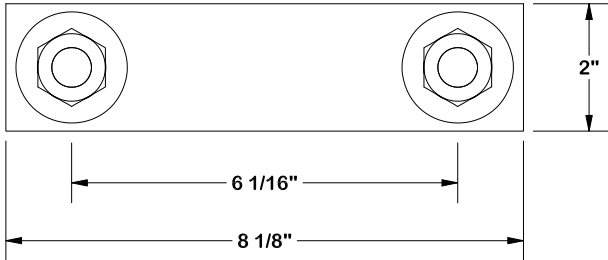
2

COMMSCOPE NNHH-65C-R4 ANTENNA DETAIL

N.T.S

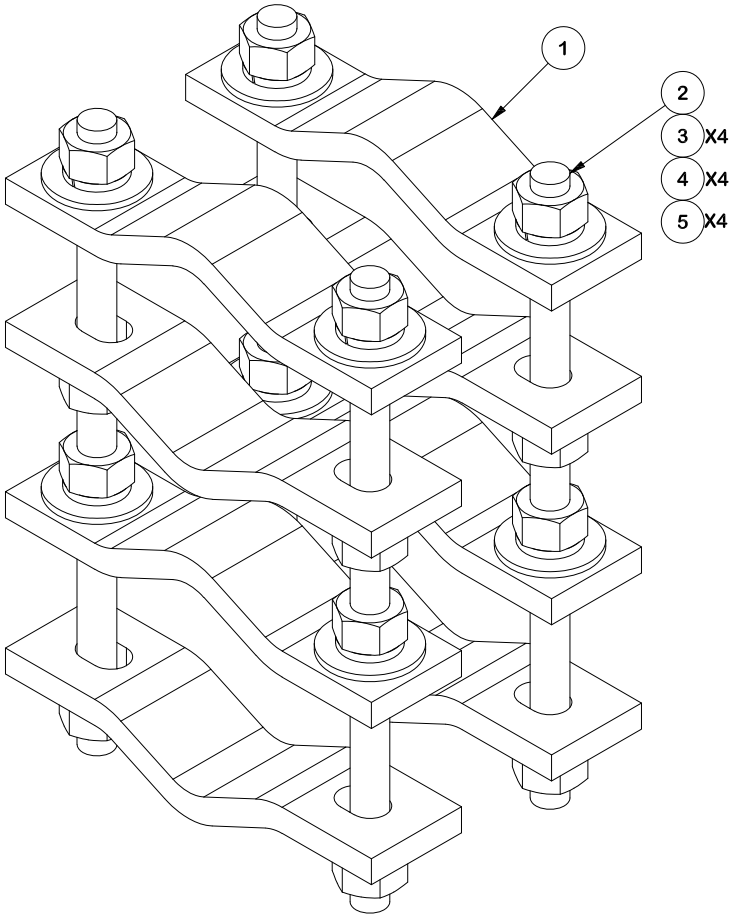
3

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



PARTS LIST						
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	8	DCP	CLAMP HALF, 1/2" THICK, 8-3/8"		2.42	19.36
2	B	C	5/8" THREADED ROD	D	E	F
3	16	G58NUT	5/8" HDG HEAVY 2H HEX NUT		0.13	2.08
4	16	G58LW	5/8" HDG LOCKWASHER		0.03	0.42
5	16	G58FW	5/8" HDG USS FLATWASHER		0.07	1.13

VARIABLE PARTS TABLE						
ASSEMBLY "A"	QTY "B"	PART "C"	LENGTH "D"	UNIT WT. "E"	NET WT. "F"	TOTAL WEIGHT
DCP12K	4	G58R-12	12"	1.05	4.18	27.01
DCP18K	4	G58R-18	18"	1.57	6.27	29.10



TOLERANCE NOTES

TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
SAWED, SHEARED AND GAS CUT EDGES ($\pm 0.030"$)
DRILLED AND GAS CUT HOLES ($\pm 0.030"$)
LASER CUT EDGES AND HOLES ($\pm 0.010"$)
BENDS ARE $\pm 1/2$ DEGREE
ALL OTHER MACHINING ($\pm 0.030"$)
ALL OTHER ASSEMBLY ($\pm 0.060"$)

PROPRIETARY NOTE:
THE DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDERED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VALMONT INDUSTRIES IS STRICTLY PROHIBITED.

DESCRIPTION

PIPE TO PIPE CLAMP SET
1-1/2" TO 5" PIPE
1/2" THICK CLAMP

CPD NO.	DRAWN BY	ENG. APPROVAL
	KC8 8/21/2012	
CLASS	SUB	DRAWING USAGE
81	01	CUSTOMER



A valmont COMPANY

Locations:
New York, NY
Atlanta, GA
Los Angeles, CA
Plymouth, IN
Salem, OR
Dallas, TX

Engineering
Support Team:
1-888-753-7446

PART NO.	SEE ASSEMBLY "A"	PAGE 1 OF 1
DWG. NO.		
	DCPxxK	



REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
A	04-11-24	ISSUED FOR REVIEW	GW
0	04-29-24	FINALS	GW
1	07-03-24	FINALS	JG
2	09-26-24	FINALS	SD
3	01-23-25	FINALS	RKM
4	03-03-25	FINALS	CG
5	05-02-25	FINALS	CG
NOT FOR CONSTRUCTION UNLESS LABELED AS FOR CONSTRUCTION			



14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE
TOWER EQUIPMENT
DETAILS

SHEET NUMBER

A-5.3

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

GROUNDING NOTES

1.

GROUNDING SHALL COMPLY WITH NEC ART. 250. ADDITIONALLY, GROUNDING, BONDING AND LIGHTING PROTECTION SHALL BE DONE IN ACCORDANCE WITH METRO MOD CELL SITE GROUNDING STANDARDS.
2.

GROUND CABLE SHIELDS MINIMUM AT BOTH ENDS USING MANUFACTURERS CABLE GROUNDING KITS SUPPLIED BY PROJECT OWNER.
3.

USE #6 COPPER STRANDED WIRE WITH GREEN COLOR INSULATION FOR ABOVE GRADE GROUNDING (UNLESS OTHERWISE SPECIFIED) AND #2 SOLID TINNED BARE COPPER WIRE FOR BELOW GRADE GROUNDING AS INDICATED ON THE DRAWING.
4.

ALL POWER AND GROUND CONNECTIONS TO BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY HARGER (OR APPROVED EQUAL) RATED FOR OPERATION AT NO LESS THAN 75°C OR CADWELD EXOTHERMIC WELD. DO NOT ALLOW BARE COPPER WIRE TO BE IN CONTACT WITH GALVANIZED STEEL.
5.

ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. GROUNDING LEADS SHOULD NEVER BE BENT AT RIGHT ANGLE. ALWAYS MAKE AT LEAST 12" RADIUS BENDS. #6 WIRE CAN BE BENT AT 6" RADIUS WHEN NECESSARY. BOND ANY METAL OBJECTS WITHIN 6 FEET OF PROJECT OWNER EQUIPMENT OR CABINET TO MASTER GROUND BAR OR GROUNDING RING.
6.

CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO HOLE COMPRESSION TYPE COPPER LUGS. APPLY OXIDE INHIBITING COMPOUND TO ALL LOCATIONS.
7.

APPLY OXIDE INHIBITING COMPOUND TO ALL MECHANICAL GROUND CONNECTIONS.
8.

CONTRACTOR SHALL PROVIDE AND INSTALL OMNI DIRECTIONAL ELECTRONIC MARKER SYSTEM (EMS) BALLS OVER EACH GROUND ROD AND BONDING POINT BETWEEN EXISTING TOWER/ MONOPOLE GROUNDING RING AND EQUIPMENT GROUNDING RING.
9.

CONTRACTOR SHALL TEST COMPLETED GROUND SYSTEM AND RECORD RESULTS FOR PROJECT CLOSE-OUT DOCUMENTATION. 5 OHMS MINIMUM RESISTANCE REQUIRED.
10.

CONTRACTOR SHALL CONDUCT ANTENNA, CABLE, AND LNA RETURN-LOSS AND DISTANCE-TO-FAULT MEASUREMENTS (SWEEP TESTS) AND RECORD RESULTS FOR PROJECT CLOSE OUT.
11.

THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AHJ), THE SITE-SPECIFIC (UL, LPI, OR NFPA) LIGHTING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
12.

ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GES'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
13.

THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
14.

METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
15.

EACH BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, 6 AWG STRANDED COPPER OR LARGER FOR INDOOR BTS; 2 AWG SOLID COPPER FOR OUTDOOR BTS.
16.

EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
17.

APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
18.

ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED WITH STAINLESS STEEL HARDWARE TO THE BRIDGE AND THE TOWER GROUND BAR.
19.

ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
20.

MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
21.

METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH 6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
22.

GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.



7900 XERXES AVE S
BLOOMINGTON, MN 55431



2 ASH STREET, ST #3000
CONSHOHOCKEN, PA 19428



architects
engineers

5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

REVISIONS

REV.	DATE	DESCRIPTION	INITIALS
A	04-11-24	ISSUED FOR REVIEW	GWW
0	04-29-24	FINALS	GWW
1	07-03-24	FINALS	JG
2	09-26-24	FINALS	SD
3	01-23-25	FINALS	RKM
4	03-03-25	FINALS	CG
5	05-02-25	FINALS	CG

NOT FOR CONSTRUCTION UNLESS
LABELED AS FOR CONSTRUCTION



14th AVENUE WT RI
10082458
1405 36TH STREET
ROCK ISLAND, IL 61201

SHEET TITLE

GROUNDING NOTES

SHEET NUMBER

E-1

[illegible]

SHEET NUMBER
E-2

Memorandum



To: Rock Island City Council
From: Jessica Sager, Finance Director
Subject: Report from the Finance Department regarding a budget adjustment to the General Fund (100) in the amount of \$35,000.

Motion: Motion to approve the budget adjustment.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

The Public Works Department/Fleet Division and the Police Department are requesting a budget adjustment to the General Fund (100) expenditure budget in the amount of \$35,000.00. The Fleet Division solicited proposals for open-ended lease agreements for police interceptors. The recommended lease agreements with Enterprise Fleet Management Inc are scheduled for City Council consideration and approval at tonight's meeting. The budget adjustment will impact the expense account listed below.

Account Number	Description	Type	Amount
100-805-602-539020-000	GF Patrol Operating Lease	Expenditure	\$35,000.00

Previous Council Action (if any):

Budget Impact:

The current total monthly cost of the leased patrol vehicles is \$15,731.51. Under the new lease agreements, the total monthly cost will increase to \$22,414.40, representing a monthly increase of \$6,682.89 or an estimated difference of \$33,414.45 for the remainder of 2025.

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

Please note the account number listed in the Council memo reflects the new chart of accounts established as part of the Tyler Munis software implementation.

Council Goal (if applicable):

Recommendation:

City Council approve the budget adjustment increasing the General Fund (100) expense budget by \$35,000.00 for CY 2025.

Submitted by: Jessica Sager, Finance Director

Approved by:

Memorandum



To: Rock Island City Council
From: Eunice Amissah-Mensah, Urban Planner, Tanner Osing, Planning & Zoning Manager
Subject: Report from the Community Development Department regarding a fence variance request from Illinois Casualty Company (ICC) for property at 225 20th Street.

Motion: Motion to approve the variance for the fence height.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

Applicant:
Illinois Casualty Company

Location:
225 20th Street

Size of Property:
The property measures 150ft by 310ft for a total of approximately 46,500 square feet.

Topography:
The property slopes up from west to east by approximately 2 feet and sits slightly above street level.

Zoning History:
None.

Existing Land Use & Zoning:
The property is zoned B-2 (downtown business) district. To the north, south, east, and west are properties zoned B-2.

Project Details:
Through the permitting process, it was revealed that the applicant intended to install an 8ft tall fence around the property. Staff informed the applicant a variance would be needed to install the fence at that height.

Requested Action and Affected Requirements:
The request is for one (1) variance from the Zoning Ordinance as described in Table 1.
Table 1

Variance	Requested Action	Affected Zoning Requirements
----------	------------------	------------------------------

(1)	Install an eight (8) foot-tall metal fence at the property	Fences shall be no more than 6 feet in height in any side or rear yard (Chapter 11, Section 13).
-----	--	--

Conditions to Authorize Variances & Staff Analysis:

Variances shall only be authorized if two (2) of the three (3) conditions as provided in Article 8, Section 6-A of the Zoning Ordinance are found. The Commission will make a recommendation to the City Council for this request since the property is business zoned and over 20,000 square feet. Table 2 includes the conditions to authorize variances with the corresponding staff analysis and conclusion of if the condition is met.

Table 2

Conditions to Authorize Variance	Staff Analysis	Meets Condition (Yes/No)
The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;	Staff conclude that the property can yield a reasonable return without a variance as a six (6) foot fence would still offer the security needed.	No
The plight of the owner is due to unique circumstances. There are exceptional or extraordinary circumstances or conditions applying to the property in question as to the intended use of the property that do not apply generally to other properties or classes of uses in the same zoning district; and	The property had an existing 8-foot-tall fence along 20th Street and the alley. The existing 8-foot fence sets a visual precedent, making a uniform fence height necessary to maintain a cohesive appearance across the property.	Yes
The variance, if granted, will not alter the essential character of the locality. Such variance is necessary for the preservation and enjoyment of a substantial property right-of-way possessed by other properties in the same zoning district and in the vicinity.	Staff reason the fence height will not alter the character of the neighborhood. Other properties within the vicinity have similar black metal fences with a degree of see-through visibility which minimizes visual impact and integrates fully into the district's aesthetic.	Yes

Planning & Zoning Commission Meeting:

The Planning & Zoning Commission held a public hearing request at their meeting on July 7th. Staff presented their report, recommending approval, and Arron Sutherland, CEO of Illinois Casualty Company, spoke on behalf of the request. The Commission asked questions about the existing 8-foot fence and the proposed connection between the patio and parking lot fencing. Ultimately, the Commission unanimously recommended approval of the request.

Previous Council Action (if any):

N/A

Budget Impact:

N/A

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

N/A

Council Goal (if applicable):

N/A

Recommendation:

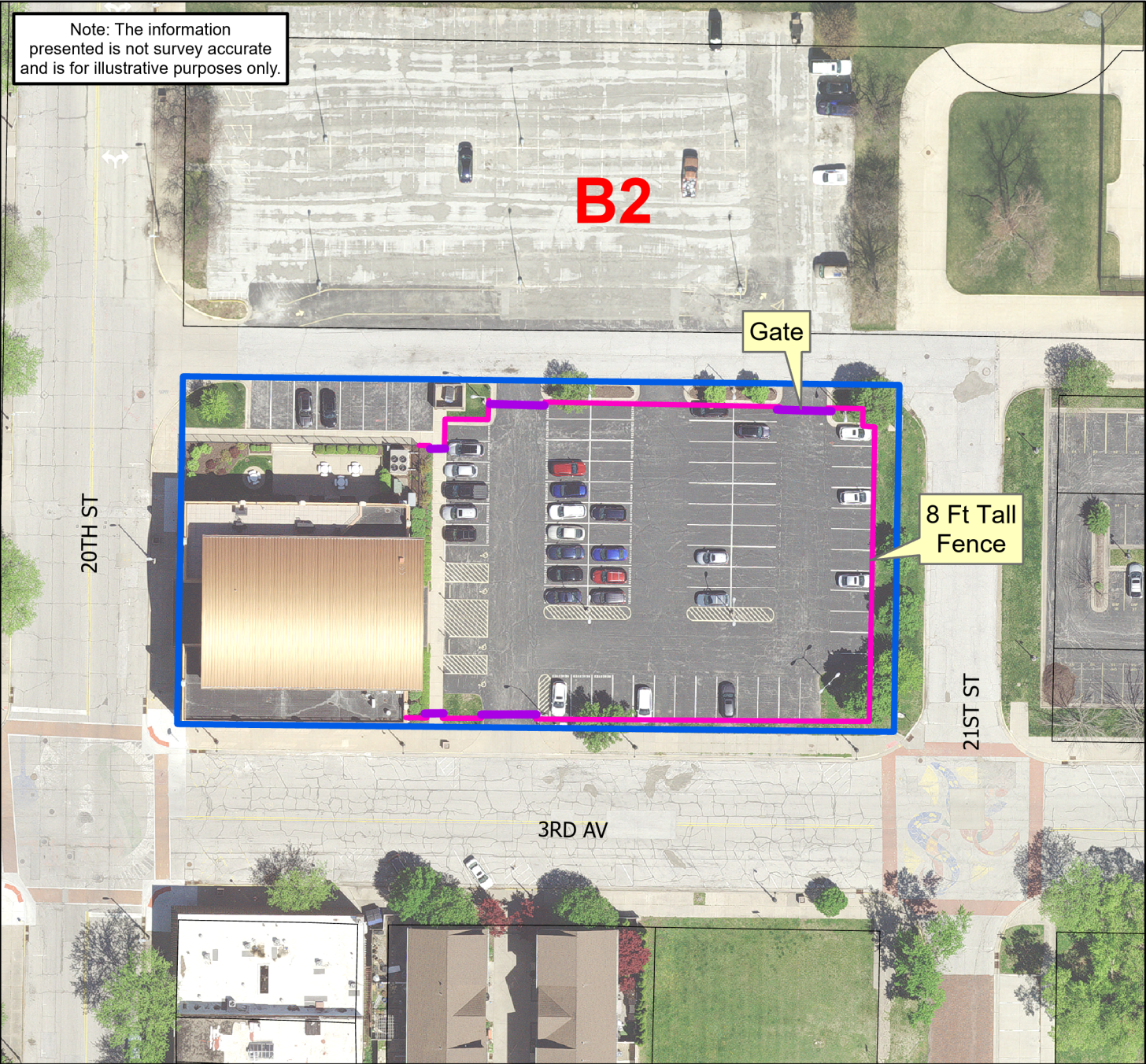
The Community Development Department recommends that the City Council approve the variance for the fence height as there is a unique circumstance and the fence height will not alter the character of the neighborhood.

Submitted by: Eunice Amissah-Mensah, Urban Planner

Approved by:

8 Ft Fence Variance at 225 20th Street

Note: The information presented is not survey accurate and is for illustrative purposes only.



PZC Case 2025-16

-  Subject Property
-  8 Ft Tall Fence
-  Fence Gate
-  Parcels
-  B2 Zoning District



0 10 20 40 60 80 100 120 Feet

City of Rock Island

COMMUNITY DEVELOPMENT
DEPARTMENT



8 Ft Fence Variance at 225 20th Street

Note: The information presented is not survey accurate and is for illustrative purposes only.

DUFF &
PHELPS LLC
RI HOUSING
AUTHORITY
T-MOBILE
CENTRAL LLC

GIRL SCOUTS
EAST IA
WEST IL

2ND AV

B2

MODERN
WOODMEN OF
AMERICA

USPS /
166786-G02

20TH ST

Gate

8 Ft Tall
Fence

Gate

8 Ft Tall
Fence

3RD AV

8 Ft Tall
Fence

21ST ST

B3

PZC Case 2025-16

 Subject Property

 8 Ft Tall Fence

 Parcels

 Zoning District



0 20 40 80 120 160
Feet

City of Rock Island

COMMUNITY DEVELOPMENT
DEPARTMENT





Figure 1: Photo showing the subject property along 20th Street



Figure 2: Photo showing an 8ft tall fence along 20th Street



Figure 3: Photo showing installed 8ft tall fence along the alley



Figure 4: Photo showing installed 8ft fence from the corner of 21st Street and the alley



Figure 5: Photo showing installed 8ft fence along 3rd Avenue

Memorandum



To: Rock Island City Council
From: Eunice Amissah-Mensah, Urban Planner, Tanner Osing, Planning & Zoning Manager
Subject: Report from the Community Development Department regarding a sign variance request from Quad City Botanical Center for property at 2525 4th Avenue.

Motion: Motion to approve the sign variance.

RC Roll Call vote is needed.

Date: July 28, 2025

Introduction and Background Information:

Applicant:

Quad City Botanical Center

Location:

2525 4th Avenue

Size of Property:

The property measures approximately 194,73.2 square feet.

Topography:

The property slopes up from west to east by approximately 2 feet and sits slightly above street level.

Zoning History:

- Planning Commission Case 1997-06: Request for a site plan review for the botanical center and rezoning from I-2 to B-3 was approved.
- Board of Zoning Appeals Case 1998-69: Variance to allow the placement of temporary storage containers in the rear west of building was approved.
- Board of Zoning Appeals Case 1999-07: Variance to locate an accessory structure in a side yard in a B-3 district was approved.

Existing Land Use & Zoning:

The property is zoned B-3 (community business) district. To the north are properties zoned C-1 (park conservation) district, to the south and east are properties zoned B-3 (community business) and to the west are properties zoned PUD (planned unit development) district.

Project Details:

Through the permitting process, it was revealed that the installation of the sign will be on a fence. Staff informed the applicant a variance would be needed to stall the sign on the fence structure.

Requested Action and Affected Requirements:

The request is for one (1) variance from the Zoning Ordinance as described in Table 1.
Table 1

Variance	Requested Action	Affected Zoning Requirements
----------	------------------	------------------------------

(1)	Install a sign on a fence along 4 th Avenue.	Fences are not considered signable areas (Section 4-56).
-----	---	--

Conditions to Authorize Variances & Staff Analysis:

Variances shall only be authorized if two (2) of the three (3) conditions as provided in Article 8, Section 6-A of the Zoning Ordinance are found. The Commission will make a recommendation to the City Council for this request since the property is business zoned and over 20,000 square feet. Table 2 includes the conditions to authorize variances with the corresponding staff analysis and conclusion of if the condition is met.

Table 2

Conditions to Authorize Variance	Staff Analysis	Meets Condition (Yes/No)
The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;	The subject property is constrained by a substantial building setback from the public right-of-way. Unlike other properties within the same zoning district that benefit from minimal setbacks and improved frontage exposure, this site is uniquely disadvantaged. Staff conclude that the property cannot yield a reasonable return without a variance as the monument-style, fence sign will provide necessary visibility.	Yes
The plight of the owner is due to unique circumstances. There are exceptional or extraordinary circumstances or conditions applying to the property in question as to the intended use of the property that do not apply generally to other properties or classes of uses in the same zoning district; and	The subject property is constrained by a substantial building setback from the street, which significantly limits the visibility and effectiveness of wall-mounted signage unlike most properties in the zoning. This condition is uncommon in the zoning district, where most structures are set closer to the street with better frontage for visible wall-mounted signage. The monument-style sign is a practical alternative to improve visibility.	Yes
The variance, if granted, will not alter the essential character of the locality. Such variance is necessary for the preservation and enjoyment of a substantial property right-of-way possessed by other properties in the same zoning district and in the vicinity.	Staff reason that the sign on a fence-like structure will not alter the essential character of the neighborhood. The proposed sign, though mounted on a fence-like structure, is designed and scaled to function as a monument sign. Additionally, 4th Avenue runs from	Yes

	east to west. The proposed location of the sign, particularly along a one-way street, ensures that it will not obstruct traffic visibility, thereby maintaining traffic safety and visual continuity along the corridor.	
--	--	--

Planning & Zoning Commission Meeting:

The Planning & Zoning Commission held a public hearing request at their meeting on July 7th. Staff presented their report, recommending approval, and Kate Mapes spoke on behalf of the Quad City Botanical Center. She explained that the building sits far back from the street, making it difficult for visitors to locate, and that existing signage is not visible or readable from the road. The Commission discussed the visibility issues and need for improved signage. Ultimately, the Commission unanimously recommended approval of the request.

Previous Council Action (if any):

see section on previous zoning history

Budget Impact:

N/A

Additional Information as applicable (i.e. provide alternative options, community or staff input, staffing impact; resident impact; etc.):

N/A

Council Goal (if applicable):

N/A

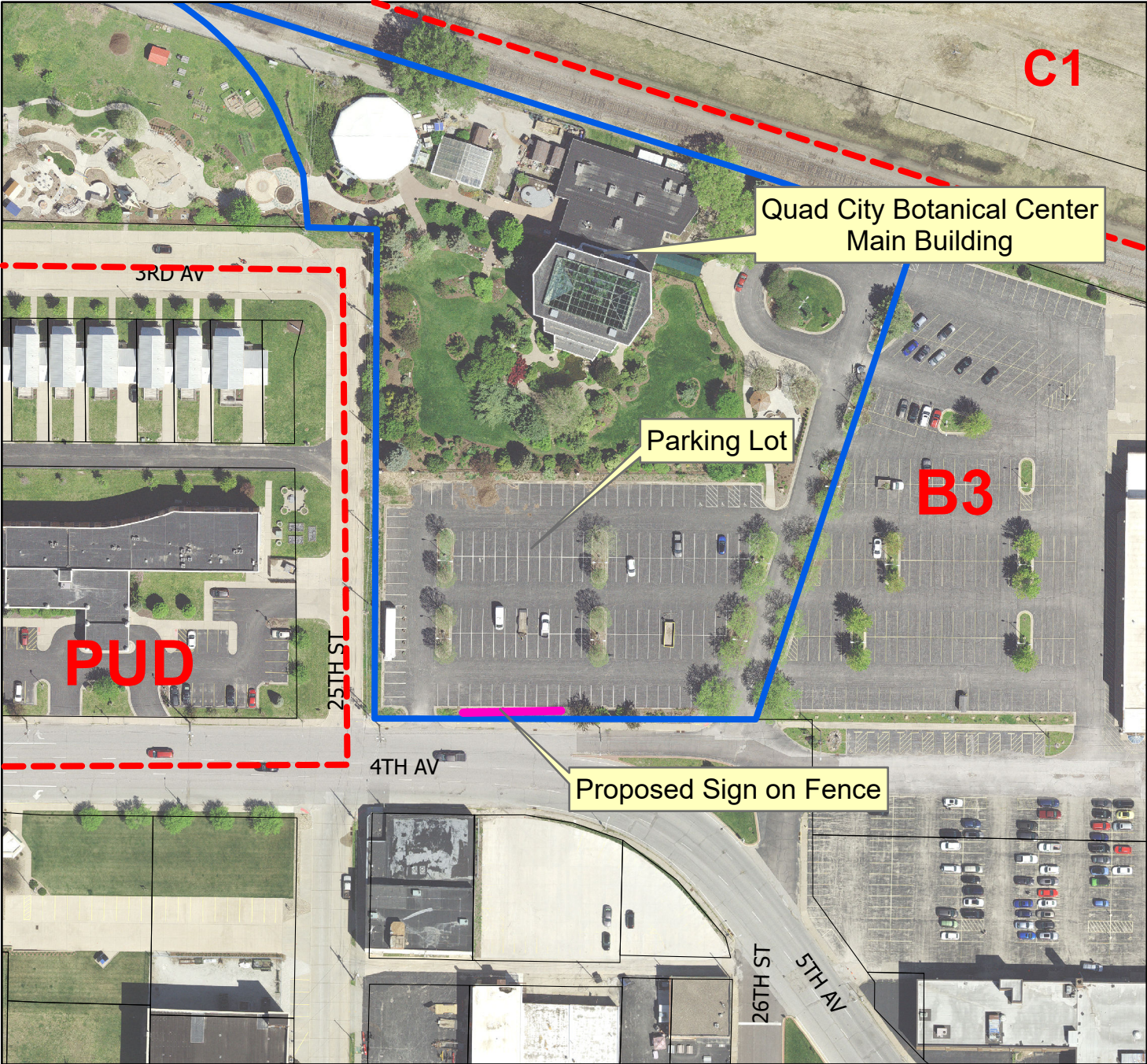
Recommendation:

The Community Development Department recommends that the City Council to approve the variance as the property cannot yield a reasonable return, there is a unique circumstance and the sign on the fence will not alter the character of the neighborhood.

Submitted by: Eunice Amissah-Mensah, Urban Planner

Approved by:

Variance for Sign on Fence at 2424 4th Avenue



PZC Case 2025-18

-  Subject Property
-  Parcels
-  Zoning District
-  Sign on Fence



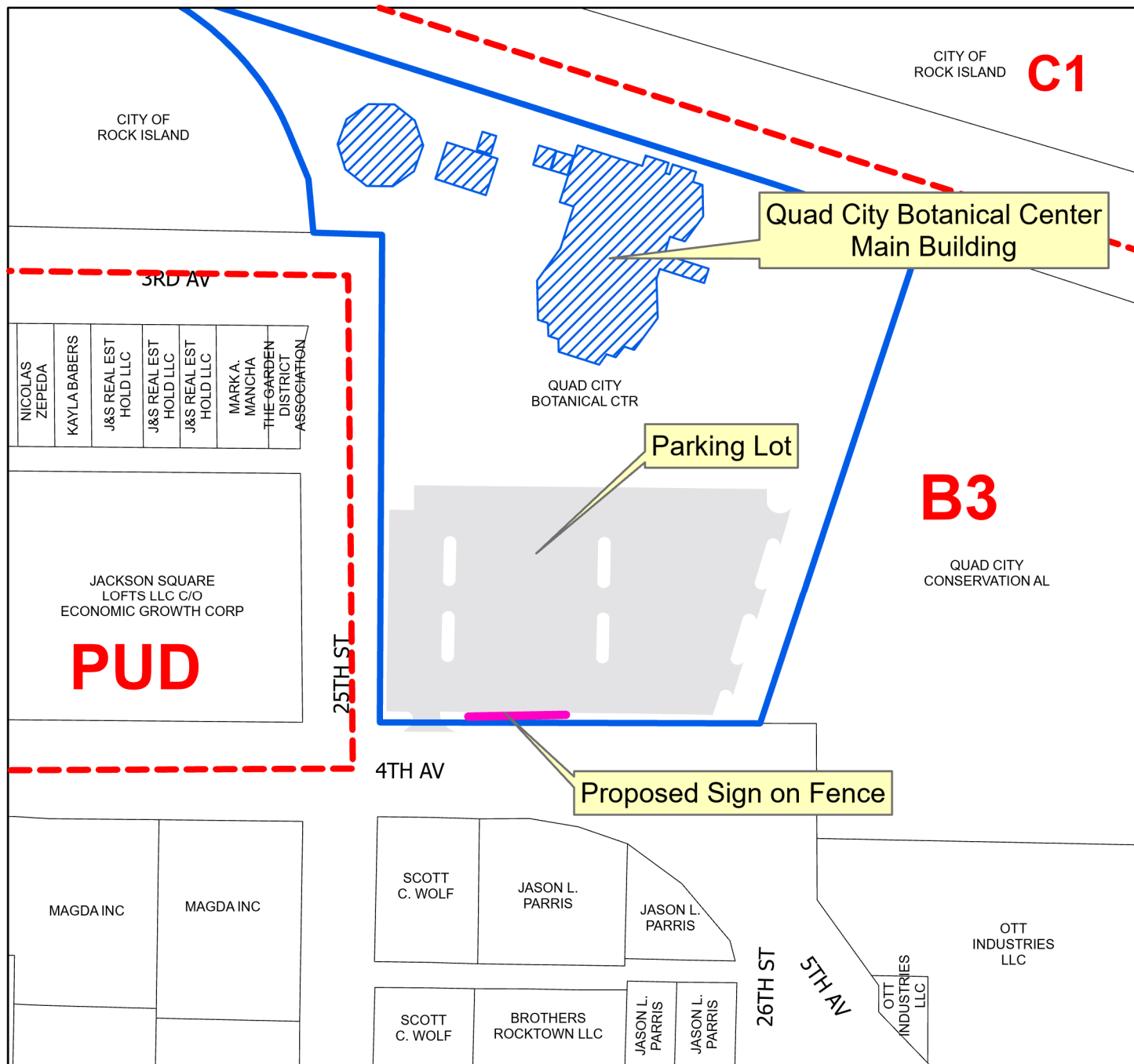
0 25 50 100 150 200 Feet

City of Rock Island

COMMUNITY DEVELOPMENT
DEPARTMENT



Variance for Sign on Fence at 2424 4th Avenue



PZC Case 2025-18

-  Subject Property
-  Parcels
-  Zoning District
-  Sign on Fence



0 25 50 100 150 200 Feet

City of Rock Island

COMMUNITY DEVELOPMENT
DEPARTMENT





Figure 1: Photo showing possible sign on fence location for the property from across 4th Avenue



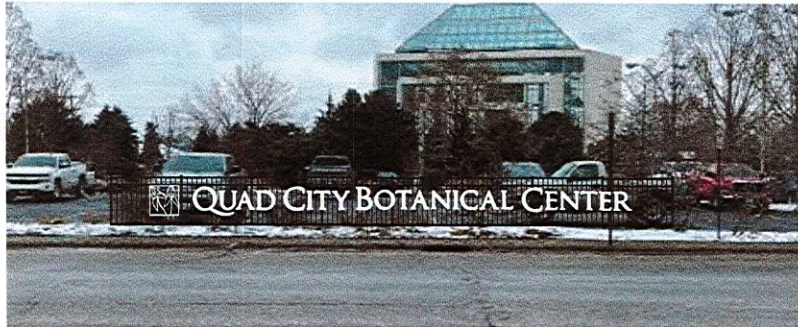
Figure 2: Photo providing a closer view of the possible fence sign location



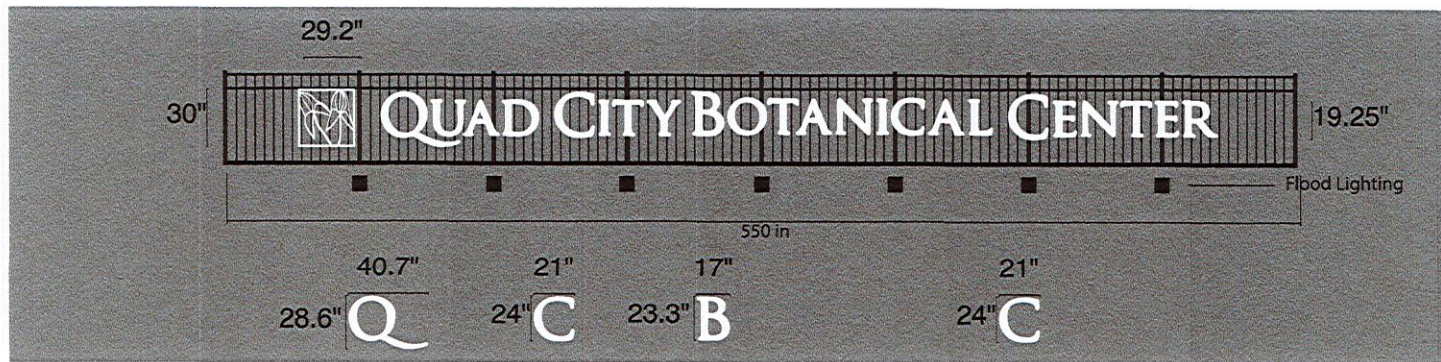
Figure 3: Photo providing a different angle from the parking to show possible fence sign location.

SIGN DETAIL

After deposit, all projects include 2 free proof revisions, there after billed at our hourly design rate.



Dimensional Letters



1024 W 3rd St.
Davenport, IA 52802
563-334-2039
www.QuadCityCustomSigns.com

Date: 7-Apr-25
Client: QC Botanical
Sales Rep: Rob Lillicrap
Designer: Sally Beverly
Inv: 3378

Qty: 1 Set
Size: See Drawing
Description/Materials:

QUAD CITY BOTANICAL CENTER -
Approx 24in letters, custom font
Acrylic Letters
3/8in
White

Fonts/PMS Colors: 3/8 in White Acrylic

Project Location/Installation:
QC Botanical Garden
2525 4th Ave
Rock Island, IL 61201

Project: Road Front Signage
Contact: Dave Searl
Email: gardens@qcgardens.com
Work Phone: (309) 794-0991 x 204
Cell Phone: (309) 781-0326

X Please sign and date upon approval of submitted proof. _____ Date _____

Please review proof carefully. We've made every attempt to clearly identify the project details. Check that all project details, including spelling, punctuation, phone numbers, dimensions and colors are correct prior to approval. These drawings supersede prior design communications and reflect what will be produced upon approval. Once approved, any changes made after approval are subject to additional charges.

☐ Revise and resubmit

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Proof # 1

Office Use Only ☐ Approved _____ ☐ Production File Ready ☐ Printed ☐ Lam ☐ Cut/Weed ☐ Application ☐ Installation Date _____ ☐ Delivered/PU