



City Council Meeting Agenda
January 22, 2024 - 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. Minutes

- a. Minutes from the January 8, 2024 Study Session and City Council Meeting.

Motion:	Motion whether or not to approve the minutes as printed.
VV	Voice vote is needed.

7. Closed Session Minutes

- a. Minutes from the November 27, 2023 Closed Session.

Motion:	Motion whether or not to approve the Close Session minutes.
VV	Voice vote is needed.

8. Awards and Honor Presentations, Officer Swearing in Ceremony, and Proclamations

- a. Proclamation honoring Jordan Catholic School on its 50th Anniversary.

9. Update Rock Island

10. Ordinances

- a. Amendments to the Code of Ordinances, Sections 10-40.2 and 10-40.3 related to recreational fires and open burning. (Second Reading)

Motion: Motion whether or not to pass the amendments to the ordinance.
RC Roll Call vote is needed.

- b. Amendments to the City of Rock Island Code of Ordinances, Chapter 2, Article VI, Division 10: Police Community Relations Commission. (Second Reading)

Motion: Motion whether or not to pass the amendments to the ordinance.
RC Roll Call vote is needed.

11. 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. Claims for the week of December 22 through December 28, 2023 in the amount of \$59,424.45 for the week of December 29, 2023 through January 04, 2024 in the amount of \$696,426.96; and payroll for the weeks of December 11 through December 24, 2023 in the amount of \$1,690,601.74.
- b. Report from the Information Technology Department regarding payment in the amount of \$21,450.00 to ESRI Inc. for the annual contract renewal for GIS Mapping Software for the term January 15, 2024 through January 14, 2025.
- c. Report from the Information Technology Department regarding payment in the amount of \$11,324.88 to GovernmentJobs for the renewal of the maintenance contract for NEOGOV for the term April 8, 2024 through April 7, 2025.
- d. International City/County Management Association (ICMA) claims for December 17 through December 29, 2023, in the amount of \$26,915.11.
- e. Report from the Parks and Recreation Department regarding a bid for a John Deere Gator with Beverage Cart for Highland Springs recommending the bid be awarded to Van Wall of Rock Island, IL in the amount of \$17,350.00.
- f. Report from the Public Works Department regarding bids for the 2024 treatment chemicals for water in the amount of 814,821.00 and for wastewater in the amount of 171,731.00.
- g. Report from the Public Works Department to purchase rehabilitation parts for the primary clarifiers from Allied-Locke Industries, Dixon, Illinois, in the amount of \$34,502.60.
- h. Report from the Public Works Department regarding payment in the amount of \$111,976.30 to Ostrom Painting and Sandblasting, Rock Island, Illinois, for the Pavement Marking Program.

Motion: Motion whether or not to approve Consent Agenda items a through h.
RC Roll Call vote is needed.

12. Purchases

- a. Report from the Public Works Department regarding payment in the amount of \$143,479.40 to Centennial Contractors of Moline, Illinois, for the Sidewalk and Pavement Patching Program.
- b. Report from the Public Works Department regarding payment in the amount of \$38,556.39 to McClintock Trucking and Excavating, Silvis, Illinois, for the Water Service Repair Program and Sewer Later Repair Program repairs.
- c. Report from the Public Works Department to approve the bid in the amount of \$23,564.25 from Crawford Company, Rock Island, Illinois, for replacing the HVAC in the Water Plant Pulsator building.
- d. Report from the Public Works Department regarding payment in the amount of \$11,346.29 to Valley Construction, Rock Island, Illinois, for the permanent restoration at 30th Street and 7th Avenue.

Motion: Motion or not whether to allow claims items a through d.

RC Roll Call vote is needed.

13. Contracts / Agreements

- a. Report from the Public Works Department regarding an amendment to the Water Tower Lease agreement with New Cingular Wireless.

Motion: Motion whether or not to approve the amendment to the agreement and authorize the City Manager to execute the documents.

RC Roll Call vote is needed.

- b. Report from Administration regarding a proposal for a one-year agreement with Mercury for public strategy services for an amount not to exceed \$105,000.00.

Motion: Motion whether or not to authorize staff to negotiate a contract for services with Mercury, subject to minor attorney modifications, for an amount not to exceed \$105,000.00.

RC Roll Call vote is needed.

14. Ordinances with Reports from Departments

- a. Report from the Community & Economic Development Department regarding the sale of City-owned property located adjacent to 4305 81st Avenue West to Steel Processing Center for \$29,300.00 (First Reading).

Motion: Motion whether or not to approve the sale as recommended; authorize the City Manager to execute the sale agreement, subject to minor attorney modifications; and consider, suspend the rules and pass the ordinance.

RC Roll Call vote is needed.

- b. Report from the City Attorney regarding repeal of Chapter 3 Alcoholic Liquor of the City of Rock Island Code of Ordinances and adopting a new Chapter 3 Alcoholic Liquor Ordinance. (First Reading)

Motion: Motion whether or not to consider the ordinance.

RC Roll Call vote is needed.

15. Resolutions with Reports from Departments.

- a. Report from the Public Works Department regarding adoption of the Motor Fuel Tax Resolution authorizing \$413,760.00 for street maintenance in 2024.

Motion: Motion whether or not to adopt the resolution as recommended.

RC Roll Call vote is needed.

16. Budget/Finance Items

- a. Report from the Community & Economic Development Department requesting the Parkway/I-280 TIF Fund Surplus (Fund 204) 2023 in the amount of \$2,166,664.00 be declared as surplus and returned to the Rock Island County Treasurer for distribution.

Motion: Motion whether or not to approve the request as recommended.

RC Roll Call vote is needed.

- b. Report from the Community & Economic Development Department requesting Downtown TIF Fund (TIF 201) in the amount of \$285,481.25 be declared as surplus and returned to the Rock Island County Treasurer for distribution.

Motion: Motion whether or not to approve the request as recommended.

RC Roll Call vote is needed.

- c. Report from the Finance Department requesting a budget carryover from CY 2023 in the amount of \$21,315.35.

Motion: Motion whether or not to approve the request as recommended.

RC Roll Call vote is needed.

- d. Report from the Finance Department regarding a budget adjustment in the amount of \$38,598.00 in the MLK Activity Fund (901).

Motion: Motion whether or not to approve the budget adjustment as recommended.
RC Roll Call vote is needed.

- e. Report from the Finance Department regarding a budget adjustment in the amount of \$105,000.00 in the General Fund (101).

Motion: Motion whether or not to approve the budget adjustment as recommended.
RC Roll Call vote is needed.

- f. Report from the Finance Department regarding an adjustment to the CY 2023 budget for the Health Insurance Fund in the amount of \$428,347.85 related to health insurance claims.

Motion: Motion whether or not to approve the budget adjustment as recommended.
RC Roll Call vote is needed.

17. Department Reports

- a. Report from Administration regarding approval of the City Hall Improvement project using \$1.775 million in ARPA unrestricted funds, \$225,000.00 in ARPA restricted funds and \$250,000.00 in surplus funds for a total project amount of \$2,250,000.00.

Motion: Motion whether or not to approve the City Hall Improvement project using ARPA funds and surplus funds as recommended.
RC Roll Call vote is needed.

18. Traffic Engineering Requests

- a. Report from the Traffic Engineering Committee to remove the residential parking zone on the east and west side of 10th Street north of 25th Avenue to the dead end (First Reading).

Motion: Motion whether or not to approve the request and consider the ordinance.
RC Roll Call vote is needed.

- b. Report from the Traffic Engineering Committee to remove a handicapped parking space at 1236 24th Avenue (First Reading).

Motion: Motion whether or not to approve the request and consider the ordinance.

RC Roll Call vote is needed.

19. Appointments to Boards/Commissions/Committees

- a. Report from the Mayor's Office regarding an appointment to the Arts & Beautification Commission.

Motion: Motion whether or not to approve the appointment as recommended.

RC Roll Call vote is needed.

20. The Rock Island Regional Port District

The Mayor will close the regular meeting in order to convene The Rock Island Regional Port District meeting. After the conclusion of the Rock Island Regional Port District meeting, the Mayor will close the meeting and reconvene the regular City Council meeting.

- a. Motion: Motion whether or not to close the regular City Council meeting and convene The Rock Island Regional Port District meeting.

VV Voice vote is needed.

- b. Report from the City Attorney regarding adoption of the Rock Island Regional Port District Bylaws.

Motion: Motion whether or not to approve the Bylaws and adopt the Resolution.

RC Roll Call vote is needed.

21. Other Business/New Business

22. Closed Session

- a. **5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives.**

Motion: Motion whether or not to enter Closed Session for the exception cited.

VV Voice vote is needed.

23. Adjourn

- a. Motion: Motion whether or not to adjourn until February 12, 2024.

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.

CITY OF ROCK ISLAND
CITY COUNCIL STUDY SESSION
City Council Chambers, City Hall, 3rd Floor,
1528 Third Avenue, Rock Island, IL

1/8/2024 - Minutes

1. Call to Order

Mayor Thoms called the meeting to order at 5:30 p.m. and welcomed everyone.

2. Roll Call

Mayor Thoms asked City Clerk Samantha Gange to call the roll.

Present: Mayor Mike Thoms, Alderpersons Moses Robinson, Randy Hurt, Judith Gilbert, Jenni Swanson, Dylan Parker, Mark Poulos, and Bill Healy.

Alderman Hurt arrived at 5:35 p.m.

Absent: None.

Staff: City Manager Todd Thompson, Attorney Leslie Day, City Clerk Samantha Gange, and other City Staff.

3. Public Comment

No one from the public was signed up to speak.

4. Presentations

a. Rental Housing Registration Program.

CED Director Miles Brainard gave an overview of the Rental Housing Registration Program. The rental housing registry or rental ordinance has been around since 2004. Its purpose is to have safe rental housing that meets the minimum code. Mr. Brainard explained the registration process, fee schedule and frequency of inspections. There are three housing and property maintenance inspectors who are responsible for doing the rental inspections as well as general property maintenance. The staffing levels have varied over time, with a significant period of being understaffed.

Tenant complaints are a big part of the program. Occasionally there is a dispute between the tenant and landlord that does not involve the actual building code issues, but is more of a civil matter. In these cases, the inspectors are not mediators and do not get involved. Similarly, there are issues of retaliation, but that is not within the purview of this ordinance. Evictions due to severe code violations are rare, but staff will make every effort to refer them to appropriate resources when it does occur.

About two thirds of the housing in Rock Island was built before 1960 and approximately 38% of housing are rentals. Most of the rental units are assumed to be older and deteriorated, thus requiring inspections every year or every other year. Assuming all units need an annual inspection, that is forty inspections per inspector per week. An ideal rental inspection takes approximately thirty minutes. Based on this, each inspector would be spending half of every week just on inspections. Many of the rental units are falling into the annual inspection cycle per the standards of the ordinance at present, which has made it difficult to catch up. The code enforcement process can be quite complicated with the different views of the tenants and landlords. Staff has had to change priorities or look at other things within the scope of their overall responsibilities at times, which has reduced the function of this program.

The good news is the trend is moving in the right direction and more inspections are being done. They have implemented and will continue to implement streamlining processes with simpler inspection forms and processes for going through enforcement. They are hoping new software tools will also help with this process. One thing to consider is whether the frequency of inspections should be changed. This is also a good time to look at the fee structure.

b. Proposed Changes to the Liquor Code.

City Attorney Leslie Day reviewed the revisions made to the Liquor Code. The main revisions are as follows:

- The elimination of the Commission, with the authority to make decisions vested solely in the Commissioner;
- Changing the residency requirement from 25 miles to 35 miles and cleaning up language around ineligibility and locations so it is more in line with state law;
- Getting rid of the signature requirement and instead implementing a new procedure to notify nearby property owners of a pending liquor application;
- New classes of licenses and options, including outdoor use, widening of the special events license, a class that encompasses establishments that are not bars or restaurants, and a caterer's license for establishments outside of the City limits;
- Caps on certain licenses, including taverns and liquor/convenience stores. This does not limit existing licensed business nor the purchaser of licensed business. The Commissioner may grant additional license based on public convenience and the best interest of the City;
- Updated fee schedule - classes and options;
- A hearing procedure for a denial of an application or decision not to renew a license;
- A requirement that ID Scanners and cameras be used for those with an extended hours option; and
- A requirement that prior to the renewal or granting of an application, the license holder does not owe any taxes, fines, fees, or judgments, to the City.

The City's moratorium expires on March 31, 2024. The goal is to have this placed on the January 22, 2024 Council Agenda. Attorney Day requested that any further comments or revisions be sent to her by January 12, 2024 so she can review them and make necessary changes.

5. Adjourn

a. Motion to Adjourn.

Motion:	Motion whether or not to adjourn.
VV	Voice vote is needed.

Aldersperson Poulos moved to adjourn the Study Session; Aldersperson Parker seconded.

VOTE:

Motion PASSED on a 7-0 voice vote: Aye: Poulos, Healy, Hurt, Gilbert, Swanson, Parker, Robinson. Nay: None

The meeting adjourned at 6:42 p.m.

Minutes submitted by: Colleen Skolrood, Executive Assistant.

**CITY OF ROCK ISLAND
CITY COUNCIL MEETING**
City Council Chambers, City Hall, 3rd Floor,
1528 Third Avenue, Rock Island, IL

1/8/2024 - Minutes

1. Call to Order

Mayor Thoms called the meeting to order at 6:46 p.m. and welcomed everyone.

2. Roll Call

Mayor Thoms asked City Clerk Samantha Gange to call the roll.

Present: Alderpersons Moses Robinson, Randy Hurt, Judith Gilbert, Jenni Swanson, Dylan Parker, Mark Poulos, Bill Healy and Mayor Mike Thoms.

Absent:

Staff: City Manager Todd Thompson, Attorney Leslie Day, City Clerk Samantha Gange, and other City Staff.

3. Pledge of Allegiance

Mayor Thoms led in the reciting of the Pledge of Allegiance.

4. Moment of Silence

Mayor Thoms requested a moment of silence. A moment of silence was observed.

5. Public Comment

No one from the public was signed up to speak.

6. Minutes

- a. Minutes from the December 18, 2023 Study Session and City Council meeting.

Motion: Motion whether or not to approved the minutes as printed.
VV: Voice vote is needed.

MOTION:

Aldersperson Gilbert moved to approve the minutes as printed; Aldersperson Swanson seconded.

VOTE:

Motion PASSED on a 7-0-0 voice vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

7. Awards and Honor Presentations, Officer Swearing in Ceremony, and Proclamations

- a. Proclamation declaring January as National Mentoring Month in the City of Rock Island.

City Clerk Gange read the proclamation. Mayor Thoms read his declaration. A member of the Big Brothers Big Sisters of the Mississippi Valley was present to accept the proclamation. A picture was taken with Mayor Thoms.

- b. Presentation of the 2023 Holiday Lighting Awards.

Mayor Thoms announced this item would be moved to the next City Council meeting agenda.

8. Update Rock Island

Snow Emergency

The City of Rock Island has declared a snow emergency. Once snow depth has reached two inches, parking is not allowed on any marked snow routes until the snow has stopped and been cleared. Vehicles parked on marked snow routes can receive a \$35 parking ticket and may be also towed. To facilitate efficient snow removal, residents are urged not to park on residential streets until the snow removal process is completed.

Celebrate Martin Luther King Day with the community

The 41st Annual Dr. Martin Luther King Jr. Memorial Service and Awards will be held January 15th at 10:30 a.m. at the MLK Community Center, 630 9th Street, Rock Island. With a theme of "Walk Together, March Forward," the event will also be streamed on Facebook and YouTube.

State of the City Address

The 2024 State of the City address will be given by myself, Mayor Thoms, on Monday, January 22nd at Bally's Hotel and Casino. Doors open at 9:30 a.m. and the event begins at 10 a.m. A continental breakfast will be served with coffee and tea. The event is open to the public.

9. Ordinances

- a. A Special Ordinance regarding a Special Use Permit request from Jacob Meisenbach at 1229 2nd Avenue. (Second Reading)

Motion:	Motion whether or not to pass the ordinance.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Robinson moved to pass the ordinance; Aldersperson Healy seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. 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 December 8 through December 14, 2023, in the amount of \$618,321.49; for the week of December 15 through December 21, 2023 in the amount of \$2,909,366.19; and payroll for the weeks of November 27 through December 10, 2023 in the amount of \$1,689,620.04.
- b. International City/County Management Association (ICMA) claims for the week of December 2 through December 15, 2023, in the amount of \$27,172.90.
- c. ACH Payments for the month of November 2023 in the amount of \$7,127,861.57.
- d. Purchase Card Claims for the period of October 27 through November 27, 2023 in the amount of \$79,322.51.
- e. Report from the Public Works Department regarding payment in the amount of \$11,879.72 to Rain for Rent, Joliet, Illinois, for the Southwest Treatment Plant by-pass pump rental using ARPA funds.
- f. Report from the Public Works Department regarding payment in the amount of \$54,337.31 to Electric Pump, Des Moines, Iowa, for the Southwest Treatment Plant valve replacement using

ARPA funds.

- g. Report from the Public Works Department regarding payment in the amount of \$10,108.57 to Electric Pump, Des Moines, Iowa, for the Southwest Treatment Plant valve replacement.
- h. Report from the Fire Department regarding payment in the amount of \$24,292.25 to Sandry Fire Supply, Dewitt, Iowa, for the purchase of safety apparel.
- i. Report from the Public Works Department regarding payment in the amount of \$97,785.12 to Brandt Construction, Milan, Illinois, for emergency sewer repairs.
- j. Report from the Public Works Department regarding payment in the amount of \$11,356.01 to Hempel Pipe and Supply, Inc., Davenport, Iowa, for the replacement pvc piping for the sodium hypochlorite feed system.
- k. Report from the Public Works Department regarding payment in the amount of \$53,158.00 to Johnson Controls, Moline, Illinois, for measurement and verification services.

Motion:	Motion whether or not to approve Consent Agenda items a through k.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Robinson moved to approve Consent Agenda items a through k; Aldersperson Hurt seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

11. Purchases

- a. Report from the Public Works Department regarding payment in the amount of \$236,735.08 to Walter D. Laud, Inc., East Moline, Illinois, for the 28th Street 20th to 21st Avenue Storm Sewer Project.
- b. Report from the Public Works Department regarding payment in the amount of \$122,114.77 to Five Cities Construction, Coal Valley, Illinois, for the Augustana Sewer Relocation Project using ARPA funds.
- c. Report from the Public Works Department regarding payment in the amount of \$89,134.06 to McClintock Trucking & Excavating, Silvis, Illinois, for Sewer Lateral Repair Program (SLRP) repairs.

Motion:	Motion whether or not to allow claim items a through c.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Robinson moved to allow claim items a through c; 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: Robinson, Hurt, Gilbert, Swanson, Poulos, Healy. Nay: None. Absent: None.

- d. Report from the Public Works Department regarding payment in the amount of \$650,425.00 to Alexis Fire Equipment, Alexis, Illinois, for the emergency purchase of a new 2024 Alexis Fire Pumper Truck.

Motion:	Motion whether or not to approve the emergency purchase as recommended.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Poulos moved to approve the emergency purchase as recommended; Aldersperson Swanson seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

12. Contracts / Agreements

- a. Report from the Public Works Department requesting approval to extend the 2023 Water Service and Sewer Lateral Repair Program maintenance contract with McClintock Trucking and Excavating, Silvis, Illinois through 2024 in the amount of \$500,000.

Motion:	Motion whether or not to approve the contract extension through 2024 and allow the City Manager to execute the contract documents.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Hurt moved to approve the contract extension through 2024 and allow the City Manager to execute the contract documents; Aldersperson Robinson 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: Robinson, Hurt, Gilbert, Swanson, Poulos, Healy. Nay: None. Absent: None.

- b. Report from the Public Works Department requesting approval of a five-year agreement for the Rock Island Arsenal Access Agreement for swing span open signs.

Motion:	Motion whether or not to approve the five-year agreement and allow the City Manager to execute the contract documents.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Healy moved to approve five-year agreement and allow the City Manager to execute the contract documents; Aldersperson Gilbert seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

13. Ordinances with Reports from Departments

- a. Report from the Fire Department regarding amendments to the Code of Ordinances, Sections 10-40.2 and 10-40.3 related to recreational fires and open burning. (First Reading)

Motion:	Motion whether or not to consider the amendments to the ordinance.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Swanson moved to consider the ordinance; Aldersperson Poulos seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

- b. Report from the Community and Economic Development Department regarding a request from the City of Rock Island to vacate a segment of a north-south alleyway on the 500 block between 10th Street and 11th Street. (First Reading)

Motion: Motion whether or not to consider, suspend the rules and pass the ordinance.
RC Roll Call vote is needed.

MOTION:

Aldersperson Robinson moved to consider, suspend the rules and pass the ordinance; Aldersperson Hurt seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

- c. Report from the Mayor's Office and City Clerk regarding amendments to the City of Rock Island Code of Ordinances, Chapter 2, Article VI, Division 10: Police Community Relations Commission. (First Reading)

Motion: Motion whether or not to consider the amendments to the ordinance.
RC Roll Call vote is needed.

MOTION:

Aldersperson Robinson moved to consider the amendments to the ordinance; Aldersperson Parker seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

14. Department Reports

- a. Report from the Community & Economic Development Department regarding a sign variance request from Rob Miller at 2223 11th Street.

Motion: Motion whether or not to deny the request.
RC Roll Call vote is needed.

MOTION:

Aldersperson Gilbert moved to approve the request with no stipulations; Aldersperson Hurt seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

- b. Report from the Human Resources Department regarding a four-year contract agreement with AFSME B from January 1, 2024 through December 31, 2027.

Motion:	Motion whether or not to approve the proposed labor agreement as recommended.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Swanson moved to approve the proposed labor agreement as recommended; Aldersperson Healy seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

15. Traffic Engineering Requests

- a. Report from the Traffic Engineering Committee to install stop signs on 12th Avenue at its intersection with the 21st and 22nd Street intersections. (First Reading)

Motion:	Motion whether or not to deny the request.
RC	Roll Call vote is needed.

MOTION:

Aldersperson Parker moved to consider, suspend the rules and pass the ordinance, and approve the request; Aldersperson Poulos seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

- b. Report from the Traffic Engineering Committee regarding a request to establish the area of 26th Avenue to 100 feet west of 12th Street (back entrance to the Post Office) the honorary name of "Elizabeth J. Brown Way". (First Reading)

Motion:	Motion whether or not to approve the request as recommended and consider
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the ordinance.

RC

Roll Call vote is needed.

MOTION:

Aldersperson Gilbert moved to approve the request as recommended and consider, suspend the rules and pass the ordinance; Aldersperson Robinson seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

16. Appointments to Boards/Commissions/Committees

- a. Report from the Mayor's Office regarding an appointment to the Arts and Beautification Commission.

Motion:

Motion whether or not to approve the appointment as recommended.

RC

Roll Call vote is needed.

MOTION:

Aldersperson Gilbert moved to approve the appointment as recommended; Aldersperson Swanson seconded.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

17. Other Business/New Business

Mayor Thoms announced it was Alderwoman Gilbert's last City Council meeting as she submitted a letter of resignation effective January 12, 2024. He presented a plaque to Alderwoman Gilbert and thanked her for her service to the City of Rock Island and the Third Ward residents.

Alderwoman Gilbert thanked the Third Ward residents for their support and encouragement and said it has been a privilege to serve the City of Rock Island.

Mayor Thoms said he was accepting resumes and letters of interest through February 2, 2024 for Third Ward Aldersperson.

18. Closed Session

- a. **5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives.**

Motion: Motion whether or not to enter Closed Session for the exception cited.
VV Voice vote is needed.

MOTION:

Aldersperson Poulos moved to enter the Closed Session for the exception cited; Aldersperson Parker seconded.

The City Council entered Closed Session at 7:07 p.m.

VOTE:

Motion PASSED on a 7-0-0 voice vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.

19. Adjourn

- a. Motion: Motion whether or not to adjourn until January 22, 2024.
VV Voice vote is needed.

Upon entering back into the regular meeting, roll call was taken and Mayor Thoms and all members of the City Council were present.

MOTION:

Aldersperson Poulos moved to adjourn the meeting; Aldersperson Swanson seconded.

The meeting adjourned at 7:32 p.m.

VOTE:

Motion PASSED on a 7-0-0 roll call vote. Aye: Robinson, Hurt, Gilbert, Swanson, Parker, Poulos, Healy. Nay: None. Absent: None.



Proclamation

WHEREAS, Jordan Catholic School in Rock Island is celebrating its 50th Anniversary;

WHEREAS, Jordan Catholic School was initiated in 1973, by combining the children from the supporting parishes of Sacred Heart, Rock Island; St. Ambrose, Milan; St. Joseph's, Rock Island; St. Mary's, Rock Island; St. Patrick's, Andalusia; and St. Pius, Rock Island.

WHEREAS, Jordan Catholic School serves our community by providing Catholic education to children in grades Preschool through 8.

WHEREAS, this National Catholic Schools Week, Jordan will be celebrating with a variety of activities in service to our community and to strengthen our religious values.

WHEREAS, today we honor and congratulate Jordan Catholic School on their 50th Anniversary and herby express gratitude for its contributions to the betterment of our community.

NOW, THEREFORE, I, Mike Thoms, Mayor of the City of Rock Island, do hereby honor and congratulate:

Jordan Catholic School of Rock Island on its 50th Anniversary.

Dated this 29th day of January, 2024.

Mike Thoms, Mayor

Memorandum



To: Rock Island City Council
From: Bob Graff, Fire Chief
Subject: Amendments to the Code of Ordinances, Sections 10-40.2 and 10-40.3 related to recreational fires and open burning. (Second Reading)

Motion: Motion whether or not to pass the amendments to the ordinance.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

The Fire Department reviewed the current ordinance on open burning and recreational fires. It was deemed appropriate to modify the existing ordinance to reflect the adopted fire code. In addition, it clarifies the language on the responsibilities of the fire department and the definition of a recreational fire.

A list of revisions is as follows:

1. It is required that an Illinois EPA permit shall be obtained and submitted to the Fire Marshal for review and approval. The site shall be inspected before burning.
2. Recreational Fires
 - a. Recreational fires shall be supervised by someone 18 years of age or older.
 - b. A burn ban can be issued due to weather conditions or safety issues.
 - c. The fire department may extinguish a recreational fire if it is deemed unsafe or a nuisance.
 - d. Recreational fires are permitted between 7:00 am and 11:00 pm.
 - e. The definition of a recreational fire has been clarified: Recreational Fires shall be no larger than 3 feet in diameter and 2 feet high. Recreational should contain only split firewood or cut branches greater than 1 inch in diameter. Fires shall not be conducted within 25 feet of any structure. Brush, leaves, and yard waste shall be prohibited in a recreational fire and shall be subject to a fine in accordance with Sec. 10-40.1. Construction materials and other wood products shall be prohibited in a recreational fire.

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.):

Council Goal (if applicable):

Recommendation:

The Fire Department recommends that the City Council adopt the amendments to the ordinance.

Submitted by: Samantha Gange, City Clerk

Approved by: Colleen Skolrood, Executive Assistant

Sec. 10-39. Depositing Rubbish In Streets; Burning Rubbish, Leaves, Etc., In Streets-Prohibited ¹ :

(a) No person shall place, deposit or throw, or cause to be placed, deposited or thrown on any street, alley or public place in the city any leaves, yard waste, ashes, paper, rags, sticks, blocks, posts, boards, lumber or building material of any kind or any shavings, dirt, tin cans, junk or other rubbish of any kind or description; and no rubbish of any kind shall hereafter be burned anywhere within the city of Rock Island, Illinois. No box, barrel or other receptacle for dirt, ashes, paper or other rubbish shall be placed or allowed to remain in or upon any street or upon any sidewalk in the city, or upon any public grounds or upon any part thereof.

(b) Any duly appointed and authorized firefighter for the city of Rock Island or any subdivision thereof, or any peace officer for the city of Rock Island shall have the authority to sign all notices of violation and charge any violations of this section. (1963 Code, Ch. XII, Art. I, § 34; Ord. 87-48, § 1, 5-18-1987; Ord. 082-2008, § 1, 12-22-2008; Ord. 043-2009, § 1, 6-15-2009)

Notes

¹ See chapter 13, article II, "Solid Waste", of this code.

Sec. 10-40. Depositing Rubbish In Streets; Burning Rubbish, Leaves, Etc., In Streets-Penalty:

The minimum fine for a violation of the provisions of section 10-39 of this chapter, other than for the offenses of burning leaves or yard waste, shall be seventy five dollars (\$75.00). In the event a person is accused of a violation of section 10-39 of this chapter and does not wish to contest the allegation prior to the time a complaint is issued for the violation, the person so accused may pay to the city, at police headquarters, a penalty in the sum of seventy five dollars (\$75.00) for and in full satisfaction of the violation. (Ord., § 5, 1-12-1981; Ord. 83-57, § 1, 2-6-1984; Ord. 91-136, § 1, 12-9-1991; Ord. 043-2009, § 2, 6-15-2009)

Sec. 10-40.1. Leaf Burning Prohibited:

(a) The burning of leaves or yard waste is prohibited in the city of Rock Island, Illinois.

(b) Any person violating the provisions of this section shall be subject to a notice of violation, which shall be paid at the police department in the amount of twenty five dollars (\$25.00) if paid within seven (7) days of the date issued. If said amount is not paid within seven (7) days, the fine amount shall be forty dollars (\$40.00). Any subsequent violation of this section shall be subject to a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00).

(c) Any duly appointed and authorized firefighter for the city of Rock Island or any subdivision thereof, or any peace officer, shall have authority to sign all notices of violation and charge any violations of this section. (Ord. 84-77, §§ 1, 2, 3-12-1984; Ord. 87-48, § 2, 5-18-1987; Ord. 83-2003, § 1, 9-15-2003; Ord. 90-2003, §§ 1, 2, 11-10-2003; Ord. 083-2008, § 1, 12-22-2008)

Sec. 10-40.2. When Open Burning Permitted:

It is permissible to burn vegetation and trees in the City for purposes of preparing a property for commercial, residential development, or for the general maintenance of natural native prairie grass plots. An Open Burning Permit shall be obtained from the Illinois EPA. An approved Illinois EPA permit shall be submitted to the Fire Marshal for review and the site shall be inspected for hazards and any conflicts local ordinances prior to burning. The Fire Marshal reserves the right to approve or deny any open burning in the City of Rock Island.

Sec. 10-40.3 Recreational Fires:

Recreational Fires shall be permitted in the City of Rock Island, Illinois. Recreational Fires shall be performed in accordance with all adopted requirements as set forth in the 2015 International Fire Code Section 307.

Recreational Fires shall be permitted between the hours of 7:00 am and 11:00 pm. The Fire Chief, or his designee, shall reserve the right to place into effect a "Burn Ban", at his sole discretion, prohibiting all outdoor burning, for any specified amount of time when environmental conditions or other conditions are present which would otherwise create an increased hazard from burning.

The Fire Department shall reserve the right to order the extinguishment of any recreational fire, at any time, at the sole discretion of any fire officer or acting fire officer, when an unsafe condition or nuisance condition is identified by the Fire Department. This order of extinguishment shall remain in effect for 24 hours after each occurrence.

Recreational Fires shall be no larger than 3 feet in diameter and 2 feet high. Recreational Fires shall contain only split firewood or cut branches greater than a 1 inch in diameter. Brush, leaves, and yard waste shall be prohibited in a recreational fire and shall be subject to fine in accordance with Sec. 10-40.1. Construction materials and other wood products shall be prohibited in a recreational fire.

Sec. 10-41. Littering Streets; Billposting:

(a) All contractors, truckers, teamsters and all persons hauling dirt, sand, gravel, ashes, rubbish, leaves or yard waste or other material on streets or alleys shall so construct, keep and maintain their trucks or wagon boxes, dumps and sideboards with front and rear ends and bottoms at all times as to prevent the spilling of such material from the same; and in case the same fall into the streets or the same are scattered in any street or avenue, they shall cause the same to be forthwith removed.

(b) It shall be unlawful for any person to throw or place upon the surface of any of the streets, alleys or sidewalks of this city any glass, earthenware, metal, stones or other articles or substances likely to cause injury to travelers or pedestrians or to automobiles or bicycles used on the streets.

(c) No person shall post, paste or in any other way attach or affix to any telephone or electric light pole within the city any bill, notice, announcement or other advertising medium. (1963 Code, Ch. XII, Art. I, § 35; Ord. 084-2008, § 1, 12-22-2008)

Memorandum



To: Rock Island City Council
From: Samantha Gange, City Clerk
Subject: Amendments to the City of Rock Island Code of Ordinances, Chapter 2, Article VI, Division 10: Police Community Relations Commission. (Second Reading)

Motion: Motion whether or not to pass the amendments to the ordinance.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

In the fall of 2021, the City Council adopted an ordinance establishing the Police Community Relations Commission. The Mayor, in collaboration with community leaders and council members, appointed the 12-member Commission and the first meeting was held in January 2022. Membership requirements for the 12-member Commission include 2 former or current members of law enforcement, two returning residents or convicted felons, one member of the legal profession, one college/trade school student, one high school student and one member of a trauma-informed profession.

Over the past few years, the City has struggled with finding applicants to serve on various boards and commissions, including the Police Community Relations Commission. During the last year, the Commission has seen a decline in membership and has had difficulty recruiting new members. The specific membership requirements make it even more difficult to recruit. The Commission has had difficulty making a quorum and the last official meeting was held in April 2023.

Several members of the Commission expressed interest in revising the membership requirements as well as the number of members required.

After discussions with Mayor Thoms, City Manager Thompson, Alderperson Robinson, City Clerk Gange, several members of the commission, and community leaders, the consensus was to reduce the number of members from 12 to 7 and remove some of the membership requirements as well as allow the Chair to vote.

Previous Council Action (if any):

The City Council adopted the Police Community Relations Commission ordinance in fall 2021.

Budget Impact:

N/A

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 the City Council consider the amendments to the ordinance.

Submitted by: Samantha Gange, City Clerk

Approved by: Colleen Skolrood, Executive Assistant

ORDINANCE NO.

Amendments to Chapter 2, Article VI, -Division 10

AN ORDINANCE ESTABLISHING THE POLICE COMMUNITY RELATIONS COMMISSION

Whereas the City Council of the City of Rock Island has determined that it is in the City's best interest to create a Police Community Relations Commission to promote and nurture a positive relationship between its citizens and members of the police department.

Whereas as a home rule municipality the City of Rock Island is authorized to create a police community relations commission

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF ROCK ISLAND, Illinois that The Section of the Code of Ordinances of the City of Rock Island, is hereby amended by adding Division 10 to Chapter 2, Article VI of the City of Rock Island Code of ordinances which shall read as follows:

DIVISION 10. POLICE COMMUNITY RELATIONS COMMISSION

Sec. 2-271. Generally:

- (a) *Created:* There is hereby created the Rock Island Police Community Relations Commission, referred to in this division as the "Commission," which shall consist of ~~seven~~ ~~(7) twelve (12)~~ members who are residents of the city. Community leaders will have the opportunity to recommend members to the Mayor, who shall make appointments to the Commission and submit them to the City Council for approval. The membership of the commission shall be broadly representative of the community, including representative of diverse racial, cultural, sexual orientation, and gender groups, and shall include: (1) ~~two~~ ~~one~~ current or former members of law enforcement, ~~including the police union representative if they are in agreement,~~ (2) ~~two-one~~ returning residents or convicted felons, (3) ~~and~~ one member of the legal profession, ~~-(4) one college/trade school student (18-23 years of age), (5) one high school student, and (6) one member of a trauma-informed profession.~~ Appropriate Commission members will demonstrate integrity, open-mindedness, problem-solving abilities, and a commitment to the main purposes of the Commission.
- (b) *Purpose:* The primary purposes of the Commission are to: (1) build a trusting relationship between law enforcement and communities that have historically lacked trust with law enforcement, (2) provide advice and guidance regarding applicants to the police department who are representative of the community it serves, (3) promote policies and procedures that support just and equitable treatment for all residents regardless of race, national origin, ancestry, sex, gender, sexual orientation, religion, marital status, disability

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status, and/or unfavorable discharge from military service, and (4) safeguard the rights of all residents as defined by the Constitution of the United States and state and local laws.

(c) *Objectives:* The objectives of the Commission shall be:

- (1) To receive, review, explore, and gather data through statutory processes on complaints filed by residents against the Rock Island Police Department. Once the Commission's review is complete, the data and recommendations will be presented to the Rock Island Mayor, city council, city manager, Police Chief, and Rock Island residents. A mechanism to receive complaints will be established at the police department, City Hall, the Martin Luther King Center and online.
- (2) To review the data gathered through statutory processes in all Rock Island Police cases where officer(s) is/are subjected to review from the Rock Island County Integrity Task Force. The Commission's primary responsibility will be to review the incidents and provide feedback on the officers' and residents' actions and provide suggested input on future interactions to prevent future negative outcomes. Once the Commission's review is complete, the Commission will present their completed review to the Rock Island County State's Attorney's Office, Rock Island Mayor, city council, Rock Island Police Chief and Rock Island residents. The Commission will not include case sensitive information to the public that is not already a matter of public record.
- (3) To recommend and implement programs with the Chief of Police that address the diversity of the community and police department.
- (4) To develop procedures to anticipate, prepare for and help ease community discomfort that may arise from police and community tensions.
- (5) To work for greater resident participation in the planning and execution of public policy in all phases of policing within Rock Island
- (6) To host quarterly community meet-and-greets with Rock Island law enforcement and the community as a whole, preferably at different community venues/places.
- (7) To host a community-wide meet-and-greet for all newly hired Rock Island police officers.
- (8) To review data gathered through statutory processes regarding hiring and promotion patterns and decisions and provide recommendations on strategies to attract, recruit, inspire, and prepare the next generation of police officers in Rock Island with a focus on retaining existing resident talent.

(d) *Appointments:* The members of the Commission shall self-nominate or be nominated by community leaders before being appointed by the Mayor with the approval of the city council.

(e) *Term:* ~~Each group of four members shall be appointed for a term of~~ Members shall be appointed to three (3) year ~~terms, thus always assuring a balance of twelve members.~~
~~(During the first appointment appointees would serve staggered terms of 1, 2, or 3 years.)~~

~~(f)~~ ~~(f)~~ *Meetings*: The Commission shall meet monthly at city hall or other venues as decided by the chairperson and with increased frequency as decided by the chairperson or majority of the members. A majority of the Commission shall constitute a quorum which shall be required before any business may be conducted. ~~At the _____? meeting of the Commission,~~ Commission members shall elect a chair and vice chair who shall serve for a term of one year. ~~The chair shall not vote except to break ties.~~

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~~(g)~~ ~~(g)~~ The chair of the ~~C~~eommission, in coordination with the Chief of Police, shall develop written standards for orientation, training, and continuing education for the commission members. All commission members must complete the initial training before participating in any data review.

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Sec. 2-272. Duties and Powers:

- (a) *Generally*: The commission shall advise and consult with the Mayor, city manager and city council on all matters involving police community relations.
- (b) *Report*: The Commission shall render an annual report to the Mayor, city council and publicly to Rock Island residents.
- (c) *Community Groups*: The commission shall invite and enlist the cooperation of racial, religious, and ethnic groups, community organizations, fraternal and benevolent societies, veterans' organizations, professional and technical organizations, and other groups in the city in carrying out its work. The Commission may aid in the formation of local community groups in such neighborhoods as it deems necessary or desirable to carry out specific programs designed to lessen tensions or improve understanding in the community.
- (d) *City Departments*: The Commission shall request and receive such cooperation, assistance, and data from city departments through the city manager as is reasonably necessary to carry out its work.

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

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

REPORT PARAMETERS

ORGANIZATION : 010
BANK : 1
PRINT BY : CHECK DATE
SORT OPTION : VENDOR NAME
PRINT DETAILS : Y
BEGINNING CHECK DATE : 12/28/23
ENDING CHECK DATE : 12/28/23
ORG NAME FOR EXTRACT FILE : ap12282023

010 CITY OF ROCK ISLAND
CHECK REGISTER
DATE RANGE: 12/28/23 - 12/28/23

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
1	47301	\$17271.30 813.59- 514.08 17570.81	12/28/23 701-000000-10121-00000000 701-000000-10121-00000000 701-000000-10121-00000000	18099		0 BMO HARRIS - FIRE PENSION VOID PR FOR - 110323 PAYROLL FOR - 110923 PAYROLL FOR - 122923		T	CLEARED
1	47302	\$23509.54 23509.54	12/28/23 706-000000-10121-00000000	18100		0 BMO HARRIS - POLICE PENSION PAYROLL FOR - 122923		T	CLEARED
1	177002	\$273.82 273.82	12/28/23 051-000000-21403-00000000	12148		24 BROOKS LAW FIRM, P.C. PAYROLL FOR - 122923		S	OUTSTANDING
1	47303	\$163.14 163.14	12/28/23 051-000000-21403-00000000	17262		0 FIRE UNION SUPPORT FUND PAYROLL FOR - 122923		T	CLEARED
1	47304	\$17138.52 17138.52	12/28/23 051-000000-21403-00000000	05125		0 GAS & ELECTRIC CREDIT UNION PAYROLL FOR - 122923		T	CLEARED
1	177000	\$207.17 207.17	12/28/23 051-000000-21403-00000000	15243		0 LEGAL SHIELD PAYROLL FOR - 122923		S	OUTSTANDING
1	177001	\$372.96 372.96	12/28/23 051-000000-21403-00000000	01834		0 POLICE & FIREMENS INSURANCE ASSN PAYROLL FOR - 090823		S	OUTSTANDING
1	47305	\$216.00 216.00	12/28/23 051-000000-21403-00000000	08643		0 POLICE BENEVOLENT PAYROLL FOR - 122923		T	CLEARED
1	47306	\$16.00 16.00	12/28/23 051-000000-21403-00000000	15528		0 RIPD COMMAND OFFICERS ASSOC PAYROLL FOR - 122923		T	CLEARED
1	47307	\$256.00 256.00	12/28/23 051-000000-21403-00000000	00802		0 UNITED WAY OF THE QUAD CITIES PAYROLL FOR - 122923		T	CLEARED

TOTAL # OF ISSUED CHECKS: 3 TOTAL AMOUNT: 853.95

TOTAL # OF WIRES: 0 TOTAL AMOUNT: 0.00

TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS: 0 TOTAL AMOUNT: 0.00

TOTAL # OF ACH CHECKS: 7 TOTAL AMOUNT: 58,570.50

TOTAL # OF UNISSUED CHECKS: 0

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
-----	-----	-----	-----
051	PAYROLL CLEARING FUND	18,643.61	0.00
701	FIRE PENSION	17,271.30	0.00
706	POLICE PENSION	23,509.54	0.00
		=====	=====
	TOTAL -	59,424.45	0.00

kerri bessee

CITY OF ROCK ISLAND
CHART OF ACCOUNTS

December 29, 2023 through
January 04, 2024
TOTAL: \$696,426.96

FUNDS	FUND NAME	DEPT	DEPARTMENT NAME
101	General Fund	111	1st Ward
201	TIF #1 Downtown	112	2nd Ward
202	TIF #2 South 11th Street	113	3rd Ward
203	TIF #3 North 11th Street	114	4th Ward
204	TIF #4 Jumer's Casino Rock Island	115	5th Ward
205	TIF #5 Columbia Park	116	6th Ward
206	TIF #6 NE I280/Parkway	117	7th Ward
207	Community/Economic Development	118	Mayor
208	TIF #7 The Locks	119	Mayor & Council Administration
209	TIF #8 Watchtower	122	General Administration
210	Public Benefit	123	Legal Services
211	Martin Luther King Center	131	City Clerk
212	MLK Facility Improvement	155	Human Resources Administration
213	TIF #9 1st Street	156	Human Resources Services
221	Motor Fuel Tax	157	Insurance
222	Foreign Fire Insurance	211	Finance Administration
223	Riverboat Gaming	212	Customer Service
224	State Drug Prevention	213	Accounting Services
225	DUI Fine Law	214	Budget and Grants Management
226	Court Supervision	256	Information Technology
227	Crime Laboratory	311	Community/Economic Development Administration
241	US Dept of Justice Grant	312	Economic Development
242	Community Development Block Grant	313	Planning/Redevelopment
243	Federal Drug Prevention	314	Inspection
244	Neighborhood Stabilization ARRA	356	Martin Luther King Jr Community Center
245	Schwiebert Park Boat Dock	411	Police Administration
246	Ridgewood Business Park	412	Field Operations Bureau
251	Public Library	413	Criminal Investigation Bureau
252	Volunteers of the RI Library	414	Administration/Technical Services Bureau
271	Honor Guard Contributions	415	Tactical Operations
272	DARE	451	Fire Administration November 5, 2021 through
273	Police Contributions	452	Fire Emergency Services
274	Elderly Service Contributions	453	Fire Protective Inspect
275	RI Auxiliary Police	454	Ambulance
276	RI Labor Day Parade	611	Public Works Administration
277	ESO Christmas Tour	612	Motor Vehicle Parking System
278	Adopt A School	613	Water Meter Services
279	Fire Donations	615	Engineering
282	Lead Grant	616	Municipal Services
301	Capital Improvements	617	Fleet Services
302	Capital Improvements - Streets	618	Utilities Service
405	Debt Service	619	Utilities Maintenance
501	Water Operation & Maintenance	711	Library Administration
502	Water Capital 2010A BAB'S	712	Library Info Services
506	Wastewater Operations & Maintenance	713	Library Circulation
507	Stormwater Utility	714	Library Extension
508	Wastewater Capital 2010A BAB'S	811	Park/Recreation Administration
510	Solid Waste	813	Recreation
511	Centennial Bridge	818	Whitewater Aquatic Center
541	Sunset Marina	819	Schwiebert Riverfront Park
555	Parks & Recreation	822	Parks
581	CDBG Loan Programs	834	Highland Golf Maintenance
582	State Affordable Housing	835	Highland Clubhouse
583	Community/Economic Development Loans	846	Golf Pro Shop
584	CIRLF Loan Fund	854	Saukie Golf Maintenance
585	MPF Endowment Loans	855	Saukie Clubhouse
586	Brownfield Revolving Loan Fund	867	RIFAC
595	Public Housing	891	Donations P/R Admin
601	Fleet Services	892	Donations Parks
602	Fleet Amortization	893	Donations Recreation Programs
606	Engineering	894	Donations Golf Maintenance
609	Hydroelectric Plant	895	Donations Highland/Saukie Clubhouse
621	Self-Insurance	896	Donations Golf Pro Shop
626	Employee Health Plan	897	Donations RIFAC
701	Fire Pension	898	Donations Longview Aquatic Center
706	Police Pension	899	Donations Riverfront Park
711	Cafeteria Plan	910	Police Fire Commission
712	Loan Escrow	920	Fire Pension
831	GASB 34	930	Police Pension
901	MLK Activity	940	Cafeteria Plan
905	IL DCFS		
906	Dept of Human Services		
907	MLK Capital Contributions		
950	Public Library Foundation		

REPORT PARAMETERS

ORGANIZATION : 010
BANK : 1
PRINT BY : CHECK DATE
SORT OPTION : VENDOR NAME
PRINT DETAILS : Y
BEGINNING CHECK DATE : 01/04/24
ENDING CHECK DATE : 01/04/24
ORG NAME FOR EXTRACT FILE : ap010424

010 CITY OF ROCK ISLAND
CHECK REGISTER
DATE RANGE: 01/04/24 - 01/04/24

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
1	47308	\$1910.00 1910.00	01/04/24 901-356911-52216-5330000	01274		0 A & A AC & REFRIGERATION INC THANKSGIVING EVENT		T	CLEARED
1	177016	\$895.00 895.00	01/04/24 901-356911-52216-5330000	00015		0 AAA RENTS INC THANKSGIVING EVENT		S	OUTSTANDING
1	177017	\$2000.00 2000.00	01/04/24 555-867564-53822-0000000	09520		0 ACTIVE.COM INC. rifac services		S	OUTSTANDING
1	177003	\$526.47 526.47	01/04/24 101-000000-44114-0000000	07986		1 AETNA Amb Refund - M. Serrano		S	OUTSTANDING
1	47309	\$1796.49 1067.49 514.70 107.15 107.15	01/04/24 101-213064-53107-6138000 405-616316-53107-6138000 581-313851-53107-6217000 584-312801-53107-6221000	04665		0 AMERICAN BANK & TRUST CO Banking Service - November 202 Banking Service - November 202 Banking Service - November 202 Banking Service - November 202		T	CLEARED
1	177018	\$500.00 500.00	01/04/24 101-131041-54303-0000000	00997		0 AMERICAN LEGAL PUBLISHING CORPORATION Annual Web Hosting Fee		S	OUTSTANDING
1	177004	\$116.91 116.91	01/04/24 101-000000-44114-0000000	17652		0 AMERIGROUP Amb Refund - J. Blaha		S	OUTSTANDING
1	177005	\$93.53 93.53	01/04/24 101-000000-44114-0000000	17652		0 AMERIGROUP Amb Refund - J. Blaha		S	OUTSTANDING
1	47310	\$85.59 9.45 4.76 24.99 8.11 19.14 19.14	01/04/24 601-617364-52209-0000000 601-617364-52209-0000000 601-617364-52305-0000000 601-617364-52305-0000000 601-617364-52305-0000000 601-617364-52305-0000000 601-617364-52305-0000000	15725		0 ARNOLD MOTOR SUPPLY LLP FLEET-2023-0003842 FLEET-2023-0003844 FLEET-2023-0003860 FLEET-2023-0003900 FLEET-2023-0003903 FLEET-2023-0003911		T	CLEARED
1	177019	\$434.00 434.00	01/04/24 555-811041-54206-0000000	05793		1 ASCAP license fee 2024		S	OUTSTANDING
1	177020	\$388.56 139.80 338.76 90.00	01/04/24 601-617364-52305-0000000 601-617364-52305-0000000 601-617364-52305-0000000	00109		0 AUTOZONE STORES LLC FLEET-2023-0003914 Brake parts for #2377 Core credit		S	OUTSTANDING
1	47311	\$4370.04 4370.04	01/04/24 626-157141-53601-0000000	14271		0 AVESIS THIRD PARTY ADMINISTRATORS LLC Avesis JAN 2024		T	CLEARED
1	47312	\$85.00 60.00 25.00	01/04/24 555-813511-53801-0000000 555-813511-53801-0000000	18067		0 BCRGEHN INC hauberg pest at carriage house hauberg bug service		T	CLEARED

010 CITY OF ROCK ISLAND
CHECK REGISTER
DATE RANGE: 01/04/24 - 01/04/24

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
1	177021	\$1160.00 1160.00	01/04/24 101-0000000	00288 -22204-0000000		0 BI-STATE REGIONAL COMMISSION CORA BOND HEARING 121523		S	OUTSTANDING
1	47313	\$21506.72 7332.57 14174.15	01/04/24 601-617364-52203-0000000 601-617364-52203-0000000	00297 -52203-0000000 -52203-0000000		0 BLICK & BLICK OIL INC 2304 Gals Diesel 5704 Gals Gasohol		T	CLEARED
1	47314	\$10776.40 2554.20 2554.20 5668.00	01/04/24 601-617364-52305-0000000 601-617364-52305-0000000 601-617364-52305-0000000	00301 -52305-0000000 -52305-0000000 -52305-0000000		0 BONNELL INDUSTRIES INC Plow parts Plow part for #5564 Plow parts		T	CLEARED
1	177022	\$198.47 198.47	01/04/24 101-452271-51501-0000000	10543 -51501-0000000		0 BRANDON BAKER Vector workshop trng		S	OUTSTANDING
1	177023	\$2268.75 2268.75	01/04/24 101-616601-53801-0000000	18698 -53801-0000000		0 BRENDAN J MCHUGH Leaf removal		S	OUTSTANDING
1	47315	\$3012.00 2200.00 812.00	01/04/24 101-256091-53804-0000000 101-256081-53804-0000000	09029 -53804-0000000 -53804-0000000		1 CITYBLUE TECHNOLOGIES LLC PW PLOTTER ANNUAL MAINTENANCE PW PLOTTER ANNUAL MAINTENANCE		T	CLEARED
1	177024	\$246.40 246.40	01/04/24 601-617364-53822-0000000	13765 -53822-0000000		0 CLEAN SWEEP OF I & I LLC November vehicle washes		S	OUTSTANDING
1	47316	\$34.65 34.65	01/04/24 601-617364-52305-0000000	03309 -52305-0000000		0 COE EQUIPMENT INC FLEET-2023-0003910		T	CLEARED
1	177025	\$970.00 970.00	01/04/24 251-711041-53801-6201000	18069 -53801-6201000		0 COMFORT TECHNOLOGY INC RIP HVAC PIPE REPAIR		S	OUTSTANDING
1	177026	\$6783.20 6783.20	01/04/24 506-618341-52304-0000000	17950 -52304-0000000		0 CONCENTRIC INTEGRATION LLC Electrical supplies		S	OUTSTANDING
1	47317	\$3668.62 2534.80 1133.82	01/04/24 506-618341-53801-0000000 506-618341-53801-0000000	00468 -53801-0000000 -53801-0000000		0 CRAWFORD HEATING & COOLING INC Boiler #2 repairs Labor/repairs furnace		T	CLEARED
1	47318	\$233.00 233.00	01/04/24 555-834751-53801-0000000	00514 -53801-0000000		0 DAVENPORT ELECTRIC CONTRACT COMPANY highland bucket truck rent		T	CLEARED
1	177027	\$114.00 114.00	01/04/24 101-414223-51401-6455000	18730 -51401-6455000		0 DEBORAH J JENSEN CAULKINS-ZAZZETTI ALTERATIONS		S	OUTSTANDING
1	47319	\$25750.74 16837.16 5000.91 3051.08 861.59	01/04/24 626-157141-53601-0000000 626-157141-53601-0000000 626-157141-53601-0000000 626-157141-53601-0000000	00534 -53601-0000000 -53601-0000000 -53601-0000000 -53601-0000000		0 DELTA DENTAL PLAN OF ILLINOIS Delta Dental EE Low Plan JAN Delta Dental EE High JAN Delta Dental Ret High JAN Delta Dental Ret Low JAN		T	CLEARED

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1	177006	\$972.19 972.19	01/04/24 101-000000-44114-0000000	18725		0 DORA NIEMAN Amb Refund - D. Nieman		S	OUTSTANDING
1	177028	\$1840.00 1840.00	01/04/24 541-617041-53112-0000297	18434		0 EDGEWATER RESOURCES LLC Engineer/Design		S	OUTSTANDING
1	47320	\$174.58 174.58	01/04/24 601-617364-52305-0000000	00602		0 ELLIOTT EQUIPMENT CO FLEET-2023-0003779		T	CLEARED
1	47321	\$26815.49 1352.40 901.60 15731.51 450.80 796.66 2034.41 1267.98 450.80 500.54 1525.59 1352.40 450.80	01/04/24 101-314881-53905-0000000 101-314882-53905-0000000 101-412206-53905-0000000 101-414222-53905-0000000 101-452271-53905-0000000 101-616301-53905-0000000 101-617371-53905-0000000 242-313851-53905-6197230 251-711401-53905-0000000 501-619356-53905-0000000 555-813501-53905-0000000 555-822621-53905-0000000	17917		0 ENTERPRISE FM TRUST Enterprise Lease Enterprise Lease Enterprise Lease Enterprise Lease Enterprise Lease Enterprise Lease Enterprise Lease Enterprise Lease Enterprise Lease Enterprise Lease Enterprise Lease Enterprise Lease		T	CLEARED
1	47322	\$65.51 11.17 54.34	01/04/24 601-617364-52305-0000000 601-617364-52305-0000000	02528		1 FASTENAL COMPANY Fasteners Fasteners		T	CLEARED
1	47323	\$12988.00 6075.00 1530.00 2785.00 1270.00 1328.00	01/04/24 101-617120-53801-6512000 101-617111-53801-6512000 101-617111-53801-6512000 101-617112-53801-6512000 101-617114-53801-6512000	00692		0 FBG SERVICE CORP 12/23 Janitorial Service Janitorial svc City Hall South Janitorial svc City Hall Janitorial svc PW Janitorial svc MSD		T	CLEARED
1	177029	\$40.50 40.50	01/04/24 101-155041-52101-0000000	17790		0 FRANCIS A PROCHASKA Brass plates/ Corridor signs		S	OUTSTANDING
1	177030	\$506.72 134.27 120.47 131.51 120.47	01/04/24 601-617364-52305-0000000 601-617364-52305-0000000 601-617364-52305-0000000 601-617364-52305-0000000	00199		0 GIBSON LTD FLEET-2023-0003894 FLEET-2023-0003894 FLEET-2023-0003895 FLEET-2023-0003895		S	OUTSTANDING
1	47324	\$182.64 182.64	01/04/24 555-822611-52301-0000000	00347		0 GLASS SERVICE CENTER INC hort ins unit		T	CLEARED
1	47325	\$621.47 506.45 115.02	01/04/24 251-711041-53801-6201000 251-711401-53822-0000000	06490		0 GLOBAL SECURITY SERVICES RIP FIRE ALARM REPAIR RIPL MONTHLY ALARM SYSTEM JAN		T	CLEARED

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1	47326	\$105.00 105.00	01/04/24	18091		0 GLOBAL SECURITY SERVICES-IA plex security monitor		T	CLEARED
1	47327	\$630.00 630.00	01/04/24	15561		0 GPS TECHNOLOGIES, INC. highland cart gps		T	CLEARED
1	47328	\$419.01 371.52 34.60 12.89	01/04/24	00365		0 GRAINGER NFPA sign kit First Aid Kit Refill Blod clotting solution		T	CLEARED
1	47329	\$3446.00 3446.00	01/04/24	00360		0 GRAYBAR ELECTRIC COMPANY INC Advanced control support		T	CLEARED
1	177031	\$271.99 271.99	01/04/24	17720		0 H BROS ENTERPRISES INC highland backhoe repair		S	OUTSTANDING
1	47330	\$351.03 351.03	01/04/24	04970		0 HD SUPPLY FACILITIES MAINTENANCE Nitrile gloves		T	CLEARED
1	47331	\$356.97 356.97	01/04/24	00153		0 HEMPEL PIPE & SUPPLY INC Plumbing parts		T	CLEARED
1	177032	\$353.00 69.00 79.00 205.00	01/04/24	02308		0 IA IL TERMITE & PEST CTL INC Pest control Pest control Pest control		S	OUTSTANDING
1	177033	\$2.88 2.88	01/04/24	01343		0 IL ENVIRONMENTAL PROTECTION AGENCY Annual NPDES fee		S	OUTSTANDING
1	177007	\$6.41 6.41	01/04/24	01918		1 ILLINOIS DEPT OF PUBLIC AID Amb Refund - W. Fifer		S	OUTSTANDING
1	177008	\$8.87 8.87	01/04/24	01918		1 ILLINOIS DEPT OF PUBLIC AID Amb Refund - B. Neal		S	OUTSTANDING
1	177034	\$450.00 450.00	01/04/24	02403		0 ILLINOIS FIRE CHIEFS ASSOC Membership renewal		S	OUTSTANDING
1	177035	\$2500.00 2500.00	01/04/24	00173		0 ILLINOIS MUNICIPAL LEAGUE 2024 Membership Dues		S	OUTSTANDING
1	177036	\$75.00 75.00	01/04/24	07531		0 ILLINOIS STATE FIRE MARSHAL Elevator certification		S	OUTSTANDING
1	177037	\$56.50 56.50	01/04/24	00184		0 ILLINOIS STATE POLICE NOVEMBER PRINTS		S	OUTSTANDING
1	177038	\$1184.50	01/04/24	15184		0 IMAGE TREND INC		S	OUTSTANDING

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		1184.50	101-256081-53822-5229000			IMAGE TREND ANNUAL SUPPORT FEE			
1	177039	\$76.48 76.48	01/04/24 101-155102-53112-0000000	10783		0 INQUIREHIRE INC Inquirehire mid Dec		S	OUTSTANDING
1	177040	\$5193.34 1405.08- 649.38 360.00 150.00 5165.50 273.54	01/04/24 101-454273-52214-0000000 101-454273-52214-0000000 101-454273-51501-0000000 101-454273-51501-0000000 101-256081-53822-5229000 101-256081-53822-5392000	13426		1 IOWA HEALTH SYSTEM credit for duplicate payment AMB MED REFILL NOV CPR CLASS CPR ECARDS IMAGE TREND FEES 2023 IMAGE TREND FEES 2023		S	OUTSTANDING
1	47332	\$2376.22 2376.22	01/04/24 101-414226-52405-0000000	03776		1 IOWA ILLINOIS OFFICE SOLUTIONS CHAIRS		T	CLEARED
1	47333	\$292.75 292.75	01/04/24 101-256081-52304-0000000	16057		1 ITSAVVY LLC 5 PoE+ SWITCHES		T	CLEARED
1	177041	\$467.50 467.50	01/04/24 251-711401-52508-0000000	03119		0 JANWAY COMPANY USA INC RIP LOGO TOTES		S	OUTSTANDING
1	177042	\$68235.00 35000.00 33235.00	01/04/24 555-867561-52410-0000000 555-867561-52410-0000000	16394		1 JOHNSON HEALTH TECH NA INC RIFAC equipment RIFAC equipment		S	OUTSTANDING
1	177043	\$10.65 10.65	01/04/24 555-000000-21411-0000000	18733		0 JOSEPH FLORES refund members error		S	OUTSTANDING
1	47334	\$480.69 480.69	01/04/24 101-414223-53822-0000000	18303		0 JSLK MANAGEMENT IOWA LLC DECEMBER DRY CLEANING		T	CLEARED
1	47335	\$556.20 556.20	01/04/24 501-618352-52217-0000000	00488		0 K & S H2O INC Solar salt		T	CLEARED
1	177044	\$2660.00 2660.00	01/04/24 555-867564-53804-0000000	16485		0 KEVIN FROMM rifac replace motor, cable pul		S	OUTSTANDING
1	177045	\$25.10 25.10	01/04/24 555-822601-53806-5288000	03530		0 KINGS MATERIAL INC douglas stones		S	OUTSTANDING
1	177046	\$1567.70 1567.70	01/04/24 101-414223-51501-0000000	04196		0 KIRK PATTISON RESCUE DIVER CERTIFICATION		S	OUTSTANDING
1	177047	\$782.40 782.40	01/04/24 101-118041-53101-0000000	14240		0 KRC REPORTING PC Liquor Commission Hearings		S	OUTSTANDING
1	47336	\$554.21 127.48 121.42	01/04/24 555-834751-53822-0000000 555-834751-53822-0000000	00795		1 LINDE GAS & EQUIPMENT INC highland tank highland tank		T	CLEARED

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		128.21	555-834751-53822-00000000			highland tank			
		127.51	555-834751-53822-00000000			highland tnk			
		32.59-	555-834751-53822-00000000			credit from linde			
		82.18	506-618341-53902-00000000			Cylinder rental			
1	47337	\$163.24	01/04/24	14679		0 LOGOPRO LLC		T	CLEARED
		163.24	251-711041-54501-00000000			RIPL LOGO TABLECLOTH			
1	47338	\$1513.45	01/04/24	02217		0 LOVEWELL FENCING INC		T	CLEARED
		1513.45	555-822601-53806-52880000			douglas fab, tie wires,clamp			
1	177048	\$363.62	01/04/24	17388		0 MACQUEEN EQUIPMENT LLC		S	OUTSTANDING
		363.62	601-617364-52305-00000000			FLEET-2023-0003847			
1	47339	\$23.14	01/04/24	00482		0 MARTIN EQUIPMENT OF ILLINOIS INC		T	CLEARED
		23.14	601-617364-52305-00000000			FLEET-2023-0003864			
1	177049	\$1050.00	01/04/24	17746		0 MATHEW JOHN JUERGENS		S	OUTSTANDING
		1050.00	555-835753-52212-00000000			highland golf balls			
1	177009	\$12230.00	01/04/24	18367		0 MCCLINTOCK PLUMBING INC		S	OUTSTANDING
		12230.00	242-313851-55204-6214910			J.Serrano 2816 28th Avenue			
1	47340	\$89134.06	01/04/24	17063		0 MCCLINTOCK TRUCKING & EXCAVATING INC		T	CLEARED
		7070.48	506-619359-53806-25640000			1517 25 St SLRP			
		13665.52	506-619359-53806-25640000			4310 14 Ave SLRP			
		10560.34	506-619359-53806-25640000			2320 26 St SLRP			
		7451.00	506-619359-53806-25640000			3604 11 Ave SLRP			
		8460.52	506-619359-53806-25640000			824 20 ST SLRP			
		14697.99	506-619359-53806-25640000			3116 7 Ave SLRP			
		27228.21	506-619359-53806-25640000			1432 31 Ave SLRP			
1	47341	\$235.14	01/04/24	00528		0 MENARD INC		T	CLEARED
		73.88	101-616601-52402-00000000			Bits			
		35.45	101-616601-52301-00000000			Grout/carbid grit blade			
		72.90	101-616601-52402-00000000			Bits			
		52.91	101-616601-52301-00000000			Sponges/blades/grout			
1	47342	\$33418.79	01/04/24	00560		0 MIDAMERICAN ENERGY CO		T	CLEARED
		30.21	101-312801-53703-00000000			2300 3rd Avenue Sign			
		27.44	101-312801-53703-00000000			4199 46th Avenue Sign			
		51.14	242-313851-55305-6459110			1830 32nd Street			
		891.00	101-617371-53703-00000000			11/23 IDOT Elec			
		20.97	506-618341-53702-00000000			Dechlorination Bldg gas			
		81.54	506-618341-53703-00000000			Dechlorination Bldg elec			
		22.85	506-618341-53702-00000000			Chlorination Bldg gas			
		80.34	506-618341-53703-00000000			Chlorination Bldg elec			
		2466.72	101-617120-53703-00000000			Police Dept			
		30.87	506-619346-53703-00000000			31 Ave Lift Station			
		43.68	506-618341-53703-00000000			Farmall tank site			

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		27.01	506-619346-53703-00000000			1708 Mill St rear			
		23.61	101-617114-53703-00000000			MSD Security Light			
		35.94	506-619346-53703-00000000			TPC Road lift station			
		248.42	101-617120-53703-00000000			PD Support bldg			
		440.14	501-619356-53703-00000000			RW Road pump station			
		36.97	501-619356-53703-00000000			3620 14 Ave			
		1128.85	101-617111-53703-00000000			City Hall			
		1169.72	506-619346-53703-00000000			BH lift station			
		48.80	101-617114-53703-00000000			1407 Mill St flood storage			
		9.36	501-619356-53703-00000000			3101 38 St Security Light			
		720.48	501-618352-53702-00000000			2321 16 Ave			
		139.43	501-618352-53703-00000000			2321 16 Ave			
		643.43	501-618352-53702-00000000			1430 24 St Resv Tower			
		29.59	501-618352-53703-00000000			2313 16 Ave Resv Tower			
		385.06	501-618352-53702-00000000			200 24 St			
		111.02	506-619346-53703-00000000			30 St lift station			
		52.08	506-618343-53703-00000000			10 St lift station			
		2674.89	506-618343-53703-00000000			SWTP			
		55.47	506-619346-53703-00000000			44 St lift station			
		1379.99	101-617112-53702-00000000			PW			
		507.46	101-617112-53703-00000000			PW			
		316.41	506-619346-53703-00000000			17 St and 30 Ave basins			
		5754.66	501-618352-53703-00000000			Pumping Station			
		10591.02	506-618341-53703-00000000			WW Plant			
		2999.55	501-618352-53703-00000000			Reservoir Domes			
		23.63	251-711401-53703-00000000			RIP ELEC BILL DEC 23			
		119.04	251-714403-53703-00000000			RIS MONTHLY ELEC BILL DEC 23			
1	47343	\$3350.00	01/04/24	17748		0 MIDWEST DOORS LLC		T	CLEARED
		3200.00	101-452271-53804-00000000			App Door srping repair			
		150.00	101-452271-53804-00000000			oiled and adjusted app door			
1	47344	\$38.50	01/04/24	00574		0 MIDWEST WHEEL COMPANIES INC		T	CLEARED
		13.23	601-617364-52305-00000000			FLEET-2023-0003879			
		13.23	601-617364-52305-00000000			FLEET-2023-0003891			
		12.04	601-617364-52305-00000000			FLEET-2023-0003889			
1	177050	\$32.96	01/04/24	00658		0 MONROE TRUCK EQUIPMENT		S	OUTSTANDING
		32.96	601-617364-52305-00000000			Clevis for #3362/stock			
1	47345	\$75.36	01/04/24	15816		0 MOTOR PARTS AND EQUIPMENT CORPORATION		T	CLEARED
		40.44	601-617364-52305-00000000			FLEET-2023-0003876			
		61.88	601-617364-52305-00000000			Filters			
		26.96-	601-617364-52305-00000000			Credit/returned filter			
1	47346	\$1089.66	01/04/24	12083		0 MTI DISTRIBUTING INC		T	CLEARED
		213.38	555-834751-52305-00000000			highland rh reel nut asm, scre			
		876.28	555-834751-52303-00000000			highland drive assy			
1	47347	\$1063.24	01/04/24	00669		0 MUTUAL WHEEL COMPANY INC		T	CLEARED

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		916.24	601-617364-52305-0000000			FLEET-2023-0003884			
		147.00	601-617364-52305-0000000			FLEET-2023-0003908			
1	177010	\$645.23	01/04/24	18727		0 NATIONAL ASSOCIATION OF LETTER CARRIERS		S	OUTSTANDING
		645.23	101-000000-44114-0000000			Amb Refund - J. Remley			
1	47348	\$93.90	01/04/24	09767		0 NATIONAL COATINGS & SUPPLIES INC		T	CLEARED
		93.90	601-617364-52302-0000000			FLEET-2023-0003882			
1	177051	\$2760.35	01/04/24	00152		0 NOTT COMPANY		S	OUTSTANDING
		2760.35	506-618343-52305-0000000			GG20025B01 parts			
1	47349	\$50.80	01/04/24	04242		0 OREILLY AUTOMOTIVE STORES INC		T	CLEARED
		10.49	601-617364-52209-0000000			FLEET-2023-0003843			
		12.41	601-617364-52204-0000000			FLEET-2023-0003868			
		27.90	601-617364-52305-0000000			FLEET-2023-0003870			
1	177011	\$132.00	01/04/24	18634		0 OTTOSEN DINOLFO HASENBALG AND CASTALDO LTD		S	OUTSTANDING
		66.00	201-312801-53101-0000000			Review TIF reports, & correspo			
		66.00	204-312801-53101-0000000			Electronic Communication			
1	177052	\$12420.00	01/04/24	18363		0 P&M HOLDING GROUP, LLP		S	OUTSTANDING
		12420.00	101-256081-53112-0000297			ERP PROJECT CONSULTING			
1	47350	\$366.00	01/04/24	18086		1 PACE ANALYTICAL SERVICES LLC		T	CLEARED
		206.00	501-618121-53112-0000000			Disinfectant			
		160.00	501-618121-53112-0000000			Alkalinity/Organic Carbon			
1	47351	\$146.57	01/04/24	18027		0 PARTS AUTHORITY LLC		T	CLEARED
		2.70	601-617364-52305-0000000			FLEET-2023-0003875			
		113.25	601-617364-52305-0000000			FLEET-2023-0003902			
		30.62	601-617364-52305-0000000			FLEET-2023-0003856			
1	177053	\$2298.24	01/04/24	01067		0 PERFORMANCE FOOD GROUP TPC		S	OUTSTANDING
		2298.24	901-356911-52207-5330000			Thanksgiving event			
1	47352	\$283.65	01/04/24	04257		0 PHELPS UNIFORM SPECIALISTS INC		T	CLEARED
		9.61	555-834751-53901-0000000			highland laundry			
		28.27	555-834751-53822-0000000			highland towels			
		9.61	555-834751-53901-0000000			highland laundry			
		28.27	555-834751-53822-0000000			highland towels			
		9.61	555-834751-53901-0000000			highland laundry			
		28.27	555-834751-53822-0000000			highland towels			
		9.61	555-834751-53901-0000000			highland laundry			
		28.27	555-834751-53822-0000000			highland towels			
		8.80	101-616041-53901-0000000			Uniform svc			
		8.80	101-616041-53901-0000000			Uniform svc			
		8.80	101-616041-53901-0000000			Uniform svc			
		8.80	101-616041-53901-0000000			Uniform svc			
		10.04	501-618121-53822-0000000			Mop/towel svc			

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		22.27	501-618121-53901-00000000			Uniform svc			
		10.04	501-618121-53822-00000000			Mop/towel svc			
		22.27	501-618121-53901-00000000			Uniform svc			
		10.04	501-618121-53822-00000000			Mop/towel svc			
		22.27	501-618121-53901-00000000			Uniform svc			
1	177012	\$103.37	01/04/24	18728		0 PRINCIPAL LIFE INSURANCE COMPANY			S OUTSTANDING
		103.37	101-0000000-44114-00000000			Amb Refund - L. Kendall			
1	177054	\$67500.00	01/04/24	16693		0 PROMEVO HOLDINGS INC			S OUTSTANDING
		116.88	101-119041-53204-00000000			TELEPHONE SERVICES			
		525.96	101-122041-53204-00000000			TELEPHONE SERVICES			
		116.95	101-123041-53204-00000000			TELEPHONE SERVICES			
		409.08	101-131041-53204-00000000			TELEPHONE SERVICES			
		759.71	101-155041-53204-00000000			TELEPHONE SERVICES			
		350.64	101-211041-53204-00000000			TELEPHONE SERVICES			
		292.20	101-212051-53204-00000000			TELEPHONE SERVICES			
		515.44	101-212056-53204-00000000			TELEPHONE SERVICES			
		39.74	101-212384-53204-00000000			TELEPHONE SERVICES			
		315.57	101-213061-53204-00000000			TELEPHONE SERVICES			
		146.10	101-213062-53204-00000000			TELEPHONE SERVICES			
		70.13	101-213063-53204-00000000			TELEPHONE SERVICES			
		23.38	101-213064-53204-00000000			TELEPHONE SERVICES			
		1168.73	101-256081-53204-00000000			TELEPHONE SERVICES			
		284.02	101-311041-53204-00000000			TELEPHONE SERVICES			
		116.88	101-312118-53204-00000000			TELEPHONE SERVICES			
		333.10	101-312801-53204-00000000			TELEPHONE SERVICES			
		839.19	101-313811-53204-00000000			TELEPHONE SERVICES			
		1576.70	101-314881-53204-00000000			TELEPHONE SERVICES			
		233.76	101-314882-53204-00000000			TELEPHONE SERVICES			
		818.15	101-411041-53204-00000000			TELEPHONE SERVICES			
		116.88	101-411201-53204-00000000			TELEPHONE SERVICES			
		9350.31	101-412206-53204-00000000			TELEPHONE SERVICES			
		2571.34	101-413215-53204-00000000			TELEPHONE SERVICES			
		1286.48	101-413216-53204-00000000			TELEPHONE SERVICES			
		116.88	101-413227-53204-00000000			TELEPHONE SERVICES			
		116.88	101-414221-53204-00000000			TELEPHONE SERVICES			
		116.88	101-414222-53204-00000000			TELEPHONE SERVICES			
		818.15	101-414223-53204-00000000			TELEPHONE SERVICES			
		1168.79	101-414226-53204-00000000			TELEPHONE SERVICES			
		233.76	101-414228-53204-00000000			TELEPHONE SERVICES			
		584.39	101-414229-53204-00000000			TELEPHONE SERVICES			
		1168.79	101-414230-53204-00000000			TELEPHONE SERVICES			
		116.88	101-414235-53204-00000000			TELEPHONE SERVICES			
		5376.43	101-451041-53204-00000000			TELEPHONE SERVICES			
		116.88	101-452271-53204-00000000			TELEPHONE SERVICES			
		58.44	101-453281-53204-00000000			TELEPHONE SERVICES			
		58.44	101-453283-53204-00000000			TELEPHONE SERVICES			
		116.88	101-454273-53204-00000000			TELEPHONE SERVICES			
		935.03	101-611041-53204-00000000			TELEPHONE SERVICES			

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		233.76	101-612381-53204-00000000			TELEPHONE SERVICES			
		935.03	101-616041-53204-00000000			TELEPHONE SERVICES			
		116.88	101-616601-53204-00000000			TELEPHONE SERVICES			
		467.52	101-617041-53204-00000000			TELEPHONE SERVICES			
		350.64	101-617111-53204-00000000			TELEPHONE SERVICES			
		116.88	101-617112-53204-00000000			TELEPHONE SERVICES			
		1168.79	101-617371-53204-00000000			TELEPHONE SERVICES			
		753.87	211-356041-53204-00000000			TELEPHONE SERVICES			
		122.14	242-311041-53204-6196230			TELEPHONE SERVICES			
		251.29	242-313851-53204-6197230			TELEPHONE SERVICES			
		5.84	242-314882-53204-6196230			TELEPHONE SERVICES			
		93.50	242-314882-53204-6199230			TELEPHONE SERVICES			
		60.09	248-356921-53204-8304662			TELEPHONE SERVICES			
		818.15	251-711041-53204-00000000			TELEPHONE SERVICES			
		584.39	251-711401-53204-00000000			TELEPHONE SERVICES			
		701.27	251-712421-53204-00000000			TELEPHONE SERVICES			
		233.76	251-712431-53204-00000000			TELEPHONE SERVICES			
		1402.55	251-713451-53204-00000000			TELEPHONE SERVICES			
		467.52	251-713471-53204-00000000			TELEPHONE SERVICES			
		584.39	251-714403-53204-00000000			TELEPHONE SERVICES			
		584.39	251-714404-53204-00000000			TELEPHONE SERVICES			
		58.44	501-613358-53204-00000000			TELEPHONE SERVICES			
		58.44	501-618041-53204-00000000			TELEPHONE SERVICES			
		1753.18	501-618352-53204-00000000			TELEPHONE SERVICES			
		233.76	501-619041-53204-00000000			TELEPHONE SERVICES			
		116.88	501-619356-53204-00000000			TELEPHONE SERVICES			
		935.03	506-618041-53204-00000000			TELEPHONE SERVICES			
		292.20	506-618343-53204-00000000			TELEPHONE SERVICES			
		233.76	506-619041-53204-00000000			TELEPHONE SERVICES			
		58.44	506-619346-53204-00000000			TELEPHONE SERVICES			
		116.88	510-616041-53204-00000000			TELEPHONE SERVICES			
		467.52	541-617041-53204-00000000			TELEPHONE SERVICES			
		818.15	555-813501-53204-00000000			TELEPHONE SERVICES			
		350.64	555-813521-53204-00000000			TELEPHONE SERVICES			
		701.27	555-818551-53204-00000000			TELEPHONE SERVICES			
		116.88	555-819614-53204-00000000			TELEPHONE SERVICES			
		467.52	555-822601-53204-5288000			TELEPHONE SERVICES			
		116.88	555-822611-53204-00000000			TELEPHONE SERVICES			
		233.76	555-834751-53204-00000000			TELEPHONE SERVICES			
		701.27	555-835753-53204-00000000			TELEPHONE SERVICES			
		116.88	555-854701-53204-00000000			TELEPHONE SERVICES			
		701.27	555-855702-53204-00000000			TELEPHONE SERVICES			
		1870.06	555-867564-53204-00000000			TELEPHONE SERVICES			
		350.64	601-617041-53204-00000000			TELEPHONE SERVICES			
		233.76	601-617364-53204-00000000			TELEPHONE SERVICES			
		292.20	606-615041-53204-00000000			TELEPHONE SERVICES			
		467.52	606-615091-53204-00000000			TELEPHONE SERVICES			
		759.71	606-615391-53204-00000000			TELEPHONE SERVICES			
		116.88	621-157041-53204-00000000			TELEPHONE SERVICES			
		87.66	621-157131-53204-0520000			TELEPHONE SERVICES			

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		292.20	626-157041-53204-00000000			TELEPHONE SERVICES			
		262.98	626-157141-53204-05200000			TELEPHONE SERVICES			
		25.71	901-356041-53204-00000000			TELEPHONE SERVICES			
		23.58	901-356041-53204-5332230			TELEPHONE SERVICES			
		116.88	901-356041-53204-6302000			TELEPHONE SERVICES			
		85.32	901-356921-53204-5332007			TELEPHONE SERVICES			
		98.18	901-356921-53204-5332230			TELEPHONE SERVICES			
		116.95	903-356921-53204-0000243			TELEPHONE SERVICES			
		29.22	904-356921-53204-0000441			TELEPHONE SERVICES			
		9.35	905-356041-53204-0000440			TELEPHONE SERVICES			
		175.32	905-356921-53204-0000440			TELEPHONE SERVICES			
		116.88	906-356921-53204-5323405			TELEPHONE SERVICES			
		181.67	906-356921-53204-5332404			TELEPHONE SERVICES			
		58.44	906-356921-53204-6163406			TELEPHONE SERVICES			
		9546.37	101-256091-53822-00000000			GOOGLE MAPPING SERVICES			
1	47353	\$346.79	01/04/24	18088		0 PROMOTION SUPPORT SERVICES INC		T	CLEARED
		346.79	101-213063-53203-6518000			Mail AP Checks + AP Fee			
1	47354	\$149.00	01/04/24	14717		0 QUAD CITIES CHAMBER OF COMMERCE INC		T	CLEARED
		149.00	101-451041-51502-00000000			Generation Next- I Pena			
1	177055	\$105.00	01/04/24	18429		0 QUAD CITY PRESS INC		S	OUTSTANDING
		45.00	601-617364-52305-00000000			FLEET-2023-0003836			
		25.00	601-617364-52305-00000000			FLEET-2023-0003838			
		35.00	601-617364-52305-00000000			FLEET-2023-0003840			
1	47355	\$525.00	01/04/24	08272		0 QUAD CITY TOWING		T	CLEARED
		75.00	101-414222-53822-00000000			23-6140 CHEV TRAIL BLAZER FORF			
		75.00	101-414222-53822-00000000			23-6234 PONT G AM			
		50.00	101-414222-53822-00000000			FORD F350 CITY GARAGE #3352			
		125.00	101-414221-53822-00000000			23-6088 DODGE RAM BONDED			
		100.00	101-414221-53822-00000000			23-6184 MAZDA 3 BONDED			
		100.00	101-414221-53822-00000000			23-6205 HYUN ELANTRA BONDED			
1	47356	\$792.00	01/04/24	09892		0 QUALITY CONTROLLED STAFFING		T	CLEARED
		792.00	242-311041-53112-6196230			12/10/23 - 12/16/23			
1	47357	\$1322.38	01/04/24	06729		0 RACOM CORPORATION		T	CLEARED
		262.50	101-452271-52403-00000000			Installation of radio			
		1059.88	101-414226-53803-00000000			RIA FIRE			
1	47358	\$635.00	01/04/24	03063		0 RAGAN MECHANICAL		T	CLEARED
		635.00	501-618121-53822-00000000			Back flow winterizations			
1	47359	\$3053.23	01/04/24	00728		0 RAY OHERRON COMPANY INC		T	CLEARED
		259.52	601-617364-52305-00000000			FLEET-2023-0003748			
		54.49	101-412206-51404-6455000			MACE CASES			
		119.51	101-413215-54402-00000000			MACE CASES			
		55.49	101-413215-54402-00000000			BUCK BOOKS			

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		111.49	101-414223-51401-00000000			BUCK CAP			
		116.03	101-414223-51401-00000000			ZAZZETTI BIKE FLEECE			
		243.95	101-414223-51401-64550000			ZAZZETTI JACKET			
		400.00	101-414223-51401-64550000			HASHMARKS			
		132.08	101-414223-51401-64550000			SPEAKER BOOTS			
		12.87	101-413215-51401-00000000			SPEAKER BOOTS			
		134.93	101-413215-51401-00000000			KIMBA BOOTS			
		10.02	101-413215-54303-00000000			KIMBA BOOTS			
		144.95	101-414223-51401-64550000			WILLIAMS BOOTS			
		144.95	101-414223-51401-64550000			GANT BOOTS			
		219.00	101-414223-52213-00000000			AMMO			
		139.00	101-414222-51404-00000000			SANDERS BOOTS			
		11.00	101-414222-51404-00000000			TAYLOR BOOTS			
		30.00	101-414222-51403-00000000			TAYLOR BOOTS			
		119.00	101-414222-51401-00000000			TAYLOR BOOTS			
		385.05	101-414222-51401-00000000			WATCH CAP SILVER BADGE			
		209.90	101-414223-51401-00000000			WATCH CAP GOLD BADGE			
1	177056	\$277.38	01/04/24	18036		1 RDO TRUCK CENTER CO			S OUTSTANDING
		202.75	601-617364-52305-00000000			Cover for #6630			
		74.63	601-617364-52305-00000000			Brackets for #6630			
1	177057	\$3424.50	01/04/24	18369		0 REVELS TURF AND TRACTOR, LLC			S OUTSTANDING
		1712.25	555-834751-52305-00000000			highland pin, lever			
		1712.25	555-854701-52305-00000000			saukie pin, lever			
1	47360	\$232.77	01/04/24	00607		0 RIVERSTONE GROUP INC			T CLEARED
		89.49	555-822601-53806-52880000			douglas clean and down comm			
		143.28	555-822601-53806-52880000			douglas clean and down comm			
1	47361	\$3156.59	01/04/24	08470		0 RNOW INC.			T CLEARED
		12.32	601-617364-52305-00000000			FLEET-2023-0003833			
		4.44	601-617364-52305-00000000			FLEET-2023-0003833			
		56.60	601-617364-52305-00000000			FLEET-2023-0003833			
		48.88	601-617364-52305-00000000			FLEET-2023-0003833			
		54.30	601-617364-52305-00000000			FLEET-2023-0003833			
		1078.45	601-617364-52305-00000000			FLEET-2023-0003833			
		1273.50	601-617364-52305-00000000			FLEET-2023-0003833			
		158.98	601-617364-52305-00000000			FLEET-2023-0003833			
		48.48	601-617364-52305-00000000			FLEET-2023-0003886			
		43.00	601-617364-52305-00000000			FLEET-2023-0003905			
		80.56	601-617364-52305-00000000			FLEET-2023-0003905			
		297.08	601-617364-52305-00000000			FLEET-2023-0003905			
1	177058	\$6953.16	01/04/24	14856		0 ROCK ISLAND COUNTY ETSB			S OUTSTANDING
		134.91	101-256081-53205-00000000			309-230-0297			
		134.91	101-452271-53205-00000000			309-230-1150			
		134.91	101-452271-53205-00000000			309-230-1881			
		135.11	501-618121-53205-00000000			309-230-6396			
		142.38	101-452271-53205-00000000			309-230-9422			

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		134.93	101-452271-53205-00000000			309-230-9730			
		135.01	101-452271-53205-00000000			309-236-1393			
		134.91	555-822601-53205-00000000			309-429-3006			
		134.91	101-453282-53205-00000000			309-429-8161			
		134.91	101-412206-53205-00000000			309-235-0170			
		134.91	101-412206-53205-00000000			309-235-0493			
		134.95	101-412206-53205-00000000			309-781-0374			
		134.91	101-412206-53205-00000000			309-781-0761			
		134.97	101-412206-53205-00000000			309-781-1037			
		134.91	101-412206-53205-00000000			309-781-1399			
		135.15	101-412206-53205-00000000			309-781-3892			
		135.06	101-412206-53205-00000000			309-781-3936			
		135.11	101-412206-53205-00000000			309-781-3996			
		134.91	101-412206-53205-00000000			309-781-4010			
		134.91	101-412206-53205-00000000			309-781-4101			
		134.95	101-412206-53205-00000000			309-781-4122			
		134.97	101-412206-53205-00000000			309-781-4168			
		134.91	101-412206-53205-00000000			309-781-4523			
		135.41	101-412206-53205-00000000			309-781-4973			
		134.91	101-412206-53205-00000000			309-781-5280			
		134.91	101-412206-53205-00000000			309-781-5451			
		134.91	101-412206-53205-00000000			309-781-5530			
		134.93	101-412206-53205-00000000			309-781-5543			
		135.25	101-412206-53205-00000000			309-781-6851			
		134.91	101-412206-53205-00000000			309-781-7149			
		134.91	101-412206-53205-00000000			309-781-7793			
		134.91	101-412206-53205-00000000			309-781-8087			
		134.91	101-412206-53205-00000000			309-781-8099			
		134.97	101-412206-53205-00000000			309-781-8163			
		142.38	606-615091-53205-00000000			309-798-0316			
		142.38	606-615091-53205-00000000			309-798-0317			
		142.38	101-256081-53205-00000000			309-798-0318			
		142.38	506-618041-53204-00000000			309-948-4765			
		142.38	101-256081-53205-00000000			309-948-4807			
		142.44	506-618041-53204-00000000			309-948-4998			
		142.38	506-618041-53204-00000000			309-948-4558			
		142.38	506-618041-53204-00000000			309-948-4572			
		85.64	506-618041-53204-00000000			309-948-4620			
		142.38	506-618041-53204-00000000			309-948-4677			
		129.85	506-618041-53204-00000000			309-948-4699			
		142.38	506-618041-53204-00000000			309-948-4726			
		102.12	506-618041-53204-00000000			309-948-4729			
		75.61	506-618041-53204-00000000			309-948-4736			
		134.91	101-454273-53205-00000000			309-429-1049			
		134.91	101-454273-53205-00000000			309-429-1051			
		134.91	101-412207-53205-00000000			309-429-7278			
		134.91	101-412206-53205-00000000			309-429-7284			
1	177059	\$407.50	01/04/24	00967		1 ROCK ISLAND COUNTY RECORDER			S OUTSTANDING
		401.25	101-256081-53822-00000000			LAREDO CHGS-DECEMBER 2023			

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		2.13	101-314882-53505-0000000			LAREDO COPY CHGS-DECEMBER 2023			
		2.13	242-314882-53505-6199230			LAREDO COPY CHGS-DECEMBER 2023			
		1.99	242-313851-53505-6197230			LAREDO COPY CHGS-DECEMBER 2023			
1	177013	\$172542.00	01/04/24	18686		0 SALA FLATS LP		S	OUTSTANDING
		172542.00	201-312801-54101-0000000			Sala Flats Property Tax Rebate			
1	177060	\$450.00	01/04/24	18040		0 SAMUEL MCCULLUM		S	OUTSTANDING
		450.00	251-713451-53110-5654522			RIP STEAM ON WHEELS PROGRAM			
1	47362	\$6629.65	01/04/24	01023		0 SENECA COMPANIES INC		T	CLEARED
		6629.65	506-618343-53804-0000000			Frac tank cleaning			
1	177061	\$1080.00	01/04/24	13424		2 SESAC		S	OUTSTANDING
		1080.00	555-811041-54206-0000000			music license 2024			
1	47363	\$288.20	01/04/24	01034		0 SEXTON FORD		T	CLEARED
		111.60	601-617364-52305-0000000			FLEET-2023-0003898			
		160.00	601-617364-53804-0000000			FLEET-2023-0003849			
		16.60	601-617364-52305-0000000			Clips for #2444			
1	177062	\$650.00	01/04/24	15482		0 SHAWN M MAZZAROLLO		S	OUTSTANDING
		650.00	601-617364-53804-0000000			FLEET-2023-0003893			
1	177063	\$83.47	01/04/24	15634		0 SHOTTENKIRK INC		S	OUTSTANDING
		30.57	601-617364-52305-0000000			Plunger for stock			
		52.90	601-617364-52305-0000000			Moulding for #2444			
1	177064	\$2513.51	01/04/24	07179		0 STANDARD EQUIPMENT COMPANY		S	OUTSTANDING
		1.56	601-617364-52305-0000000			FLEET-2023-0003881			
		118.28	601-617364-52305-0000000			FLEET-2023-0003881			
		203.04	601-617364-52305-0000000			FLEET-2023-0003881			
		2081.51	601-617364-52305-0000000			FLEET-2023-0003881			
		109.12	601-617364-52305-0000000			FLEET-2023-0003881			
1	177014	\$566.56	01/04/24	18729		0 SWU GANA A YOO HEALTH AND WELFARE PLAN		S	OUTSTANDING
		566.56	101-000000-44114-0000000			Amb Refund - P. Gustafson			
1	177015	\$10000.00	01/04/24	18731		0 TAG COMMUNICATIONS INC		S	OUTSTANDING
		3000.00	207-312801-53112-0000629			Job #013892			
		7000.00	207-312801-53112-0000629			Job #013891			
1	47364	\$2128.81	01/04/24	01074		0 TANNER INDUSTRIES INC		T	CLEARED
		2128.81	501-618352-52217-0000000			Anhydrous Ammonia			
1	177065	\$853.56	01/04/24	18087		2 TEREX GLOBAL GMBH		S	OUTSTANDING
		853.56	601-617364-52305-0000000			Valve for #8932			
1	177066	\$387.45	01/04/24	17054		0 THOMPSON TIRE & RETREAD		S	OUTSTANDING
		45.00	601-617364-53804-0000000			FLEET-2023-0003862			

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		9.50	601-617364-52305-00000000			FLEET-2023-0003862			
		45.00	601-617364-53804-00000000			FLEET-2023-0003862			
		233.45	601-617364-52305-00000000			FLEET-2023-0003862			
		54.50	601-617364-53804-00000000			FLEET-2023-0003874			
1	47365	\$619.25	01/04/24	00638		0 TRI CITY ELECTRIC COMPANY		T	CLEARED
		310.01	506-618343-53804-00000000			Calibration			
		309.24	506-618121-53804-00000000			Calibration			
1	47366	\$97.69	01/04/24	02631		0 TRUCK COUNTRY OF IOWA INC		T	CLEARED
		80.40	601-617364-52305-00000000			FLEET-2023-0003877			
		144.95	601-617364-52305-00000000			Muffler, support, strap #4469			
		63.83-	601-617364-52305-00000000			Credit/returned mounting strap			
		63.83-	601-617364-52305-00000000			Credit/ret mounting strap			
1	177067	\$145.77	01/04/24	00649		0 U S CELLULAR		S	OUTSTANDING
		5.54	506-618041-53204-00000000			309-737-5028			
		16.76	541-617041-53205-00000000			309-738-9734			
		5.54	506-618041-53204-00000000			309-787-0337			
		5.54	506-618041-53204-00000000			309-787-3149			
		14.54	101-452271-53205-00000000			309-912-4504			
		32.08	101-454273-53205-00000000			309-912-4507			
		23.93	101-454273-53205-00000000			309-912-4508			
		41.84	101-454273-53205-00000000			309-912-4509			
1	177068	\$667.00	01/04/24	04918		0 ULINE INC		S	OUTSTANDING
		667.00	251-711401-52402-00000000			RIP POWER TOOL DRILL AND BITS			
1	47367	\$13396.12	01/04/24	08460		0 UNITED STATE ALUMINATE COMPANY INC		T	CLEARED
		4513.10	501-618352-52217-00000000			Aluminum Sulfate			
		4547.38	501-618352-52217-00000000			Aluminum Sulfate			
		4335.64	501-618352-52217-00000000			Aluminum Sulfate			
1	177069	\$647.18	01/04/24	11026		0 VERIZON WIRELESS		S	OUTSTANDING
		36.01	101-616041-53205-00000000			309-230-0176			
		36.01	224-413216-53205-00000000			309-428-0104			
		36.01	101-616041-53205-00000000			309-428-4839			
		36.01	101-616041-53205-00000000			309-428-5150			
		36.01	101-256081-53205-00000000			309-429-0086			
		36.01	101-411041-53205-00000000			309-429-0299			
		36.01	555-813501-53205-00000000			309-520-4520			
		35.01	606-615091-53205-00000000			309-781-0540			
		36.01	101-256081-53205-00000000			309-798-0286			
		36.01	101-411201-53205-00000000			309-798-0291			
		36.01	101-411041-53205-00000000			309-798-0298			
		36.01	101-414223-53205-00000000			309-798-0308			
		36.01	101-616041-53205-00000000			309-798-8519			
		11.88	501-619041-53205-00000000			309-428-5946 (33%)			
		11.88	506-619041-53205-00000000			309-428-5946 (33%)			
		12.25	507-619041-53205-00000000			309-428-5946 (34%)			

010 CITY OF ROCK ISLAND
CHECK REGISTER
DATE RANGE: 01/04/24 - 01/04/24

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
		11.88	501-619041-53205-00000000			309-429-8116 (33%)			
		11.88	506-619041-53205-00000000			309-429-8116 (33%)			
		12.25	507-619041-53205-00000000			309-429-8116 (34%)			
		11.88	501-619041-53205-00000000			309-592-0150 (33%)			
		11.88	506-619041-53205-00000000			309-592-0150 (33%)			
		12.25	507-619041-53205-00000000			309-592-0150 (34%)			
		11.88	501-619041-53205-00000000			309-592-0189 (33%)			
		11.88	506-619041-53205-00000000			309-592-0189 (33%)			
		12.25	507-619041-53205-00000000			309-592-0189 (34%)			
		11.88	501-619041-53205-00000000			309-592-0245 (33%)			
		11.88	506-619041-53205-00000000			309-592-0245 (33%)			
		12.25	507-619041-53205-00000000			309-592-0245 (34%)			
1	47368	\$128.79	01/04/24	00146		0 VOTUBEK INVESTMENTS		T	CLEARED
		13.99	101-311041-52405-00000000			Lock for Supply Closet			
		15.99	601-617364-52305-00000000			Drill bit for shop			
		4.72	101-616601-52301-00000000			Fasteners			
		9.98	101-616601-52301-00000000			Utility sponges			
		7.98	506-618341-52302-00000000			Scrapers/blades			
		12.74	506-618341-52305-00000000			Fasteners			
		21.91	101-616601-52301-00000000			Fasteners/oxbit/utility pulls			
		35.99	101-616601-52402-00000000			Oscillating fan			
		5.49	101-616601-52301-00000000			Safety hasp			
1	47369	\$2000.00	01/04/24	12115		0 WARREN CHEVROLET INC		T	CLEARED
		1000.00	243-413216-53903-00000000			NOVEMBER LEASE			
		1000.00	243-413216-53903-00000000			DECEMBER LEASE			
1	177070	\$460.58	01/04/24	00762		0 WESTERN STRUCTURAL COMPANY		S	OUTSTANDING
		460.58	601-617364-52305-00000000			FLEET-2023-0003858			
1	177071	\$222.09	01/04/24	17018		0 WEX INC		S	OUTSTANDING
		222.09	601-617364-52203-00000000			Fuel purchases			
1	47370	\$280.67	01/04/24	16947		0 ZURCHER TIRE INC		T	CLEARED
		280.67	601-617364-52305-00000000			FLEET-2023-0003845			

TOTAL # OF ISSUED CHECKS: 69 TOTAL AMOUNT: 405,954.50

TOTAL # OF WIRES: 0 TOTAL AMOUNT: 0.00

TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS: 0 TOTAL AMOUNT: 0.00

TOTAL # OF ACH CHECKS: 63 TOTAL AMOUNT: 290,472.46

TOTAL # OF UNISSUED CHECKS: 0

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
101	GENERAL FUND	142,708.87	0.00
201	TIF #1 DOWNTOWN	172,608.00	0.00
204	TIF #4 Parkway I280 (Jumers)	66.00	0.00
207	COMMUNITY/ECONOMIC DEVELOPMENT	10,000.00	0.00
211	M L KING CENTER	753.87	0.00
224	STATE DRUG PREVENTION	36.01	0.00
242	COMMDEVBLOCKGRANT CFDA 14.218	14,000.83	0.00
243	FEDERAL DRUG PREVENTION	2,000.00	0.00
248	American Rescue Plan Act (ARPA)	60.09	0.00
251	PUBLIC LIBRARY	9,358.84	0.00
405	DEBT SERVICE	514.70	0.00
501	WATER OPERATIONS/MAINTENANCE	36,075.56	0.00
506	WASTEWATER OPER & MAINTENANCE	128,702.71	0.00
507	STORMWATER UTILITY	61.25	0.00
510	SOLID WASTE	116.88	0.00
541	SUNSET MARINA	2,324.28	0.00
555	PARK & RECREATION	92,055.01	0.00
581	CDBG LOAN PROGRAMS	107.15	0.00
584	CIRLF LOAN FUND	107.15	0.00
601	FLEET SERVICES	45,909.32	0.00
606	ENGINEERING	1,839.20	0.00
621	SELF-INSURANCE	204.54	0.00
626	EMPLOYEE HEALTH PLAN	30,675.96	0.00
901	MLK ACTIVITY	5,452.91	0.00
903	IL PUBLIC HEALTH	116.95	0.00
904	IL CJIA	29.22	0.00
905	IL DCFS	184.67	0.00
906	DEPT OF HUMAN SERVICES	356.99	0.00
TOTAL -		696,426.96	0.00

kerri bessee

Payroll Expense Posting Report
Period Covering: 12/11/23-12/24/23
Pay Date: 12/29/23

FUND	Fund Name	AMOUNT
101	General Fund	\$ 1,190,739.41
203	TIF District #3 N 11 St	\$ 1,941.45
204	TIF Jumers Casino RI	\$ 1,240.79
205	TIF Columbia Park	\$ 1,248.12
211	ML King Center	\$ 6,032.88
242	Comm Dev Block Grant	\$ 9,930.27
248	ARPA Program	\$ 9,864.52
251	Library	\$ 65,776.03
501	Water	\$ 76,963.06
506	Wastewater	\$ 66,693.17
507	Stormwater	\$ 21,544.13
510	Refuse	\$ 24,400.46
541	Sunset Marina	\$ 3,300.40
555	Park & Recreation	\$ 85,675.97
601	Fleet Services	\$ 46,951.93
606	Engineering	\$ 31,426.04
621	Self-Insurance	\$ 1,453.35
626	Employee Health Ins	\$ 2,024.18
901	MLK Activity Fund	\$ 11,721.07
904	MLK Youth Srv	\$ 2,987.99
905	MLK DCFS Fund	\$ 7,472.22
906	MLK DHS Fund	\$ 18,289.71
		\$ 1,690,601.74

Memorandum



To: Rock Island City Council
From: Timothy Bain
Subject: Report from the Information Technology Department regarding payment in the amount of \$21,450.00 to ESRI Inc. for the annual contract renewal for GIS Mapping Software for the term January 15, 2024 through January 14, 2025.
Date: January 22, 2024

Introduction and Background Information:

The ESRI/GIS system annual maintenance is due. GIS is the mapping software that is used by Public Works and the Community & Economic Development departments for a variety of geographical data needs. The amount of \$21,450 will renew the maintenance agreement for the year 1/15/2024 through 1/14/2025. The cost of the agreement is 10% higher than the previous year.

Previous Council Action (if any):

Budget Impact:

Vendor: 04172 - ESRI, Inc.

Total Payment: \$21,450.00

Account Chargeable:

Fund: 101 General Fund

Department: 256 Information Technology

Cost Center: 091 Geographical Information Systems

Object Code: 53822 Operating Services Contacts

Project: 0000000 N/A

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

Council Goal (if applicable):

Recommendation:

The Information Technology Department recommends that the City Council authorize the City Manager to sign the renewal and pay ESRI, Inc of Redlands, CA for the GIS software annual support maintenance in the total amount of \$21,450.00.

Submitted by: Timothy Bain

Approved by: Colleen Skolrood, Executive Assistant



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 12/15/2023
To: Timothy Bain
Organization: City of Rock Island
Information Services Dept
Fax #: 309-732-2160 **Phone #:** 309-732-2145

From: Heather Carmody
Fax #: 909-793-4801 **Phone #:** + 19093692314 Ext. 2314
Email: HCARMODY@ESRI.COM

Number of pages transmitted
(including this cover sheet): 5

Quotation #26176121
Document Date: 10/16/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

Quotation

Date: 10/16/2023

Quotation Number: 26176121

Contract Number: 00235721.10

City of Rock Island
Information Services Dept
1528 3rd Ave
Rock Island IL 61201-8612
Attn: Timothy Bain

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Heather Carmody

**Please include the following remittance address
on your Purchase Order:**

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 197042

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 01/15/2024 End Date: 01/14/2025	3,300.00	3,300.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 01/15/2024 End Date: 01/14/2025	1,320.00	1,320.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 01/15/2024 End Date: 01/14/2025	1,650.00	1,650.00
3010	2	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance	1,320.00	2,640.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

Quotation

Page 2

Date: 10/16/2023

Quotation Number: 26176121

Contract Number: 00235721.10

Item	Qty	Material#	Unit Price	Extended Price
Start Date: 01/15/2024				
End Date: 01/14/2025				
4010	1	87194	770.00	770.00
ArcGIS Desktop Basic Concurrent Use Primary Maintenance				
Start Date: 01/15/2024				
End Date: 01/14/2025				
5010	1	87195	550.00	550.00
ArcGIS Desktop Basic Concurrent Use Secondary Maintenance				
Start Date: 01/15/2024				
End Date: 01/14/2025				
6010	1	98696	550.00	550.00
ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance				
Start Date: 01/15/2024				
End Date: 01/14/2025				
7010	2	87192	440.00	880.00
ArcGIS Desktop Basic Single Use Primary Maintenance				
Start Date: 01/15/2024				
End Date: 01/14/2025				
8010	13	87193	330.00	4,290.00
ArcGIS Desktop Basic Single Use Secondary Maintenance				
Start Date: 01/15/2024				
End Date: 01/14/2025				
9010	1	161328	5,500.00	5,500.00
ArcGIS Enterprise Standard Up to Four Cores Maintenance				
Start Date: 01/15/2024				
End Date: 01/14/2025				

Item Subtotal	21,450.00
Estimated Tax	0.00
Total	USD 21,450.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

Quotation

Page 3

Date: 10/16/2023

Quotation Number: 26176121

Contract Number: 00235721.10

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law , the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



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380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

Quotation

Page 4

Date: 10/16/2023

Quotation No: 26176121

Customer No: 197042

Contract No: 00235721.10

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

Memorandum



To: Rock Island City Council
From: Timothy Bain
Subject: Report from the Information Technology Department regarding payment in the amount of \$11,324.88 to GovernmentJobs for the renewal of the maintenance contract for NEOGOV for the term April 8, 2024 through April 7, 2025.
Date: January 22, 2024

Introduction and Background Information:

The online employee recruiting tool "NEOGOV" used by HR is due for renewal. The amount of \$11,324.88 will renew the maintenance contract from 4/8/2024 through 4/7/2025. The cost of this agreement is 10% higher than the previous year.

Previous Council Action (if any):

Budget Impact:

Vendor: GovernmentJobs

Total Payment: \$11,324.88

Account Chargeable:

Fund: 101 General Fund

Department: 256 Information Technology

Cost Center: 081 Information Systems

Object Code: 53822 Operating Services Contacts

Project: 0000000 N/A

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

Council Goal (if applicable):

Recommendation:

The Information Technology Department recommends that the City Council authorize the City Manager to pay NEOGOV of El Segundo, CA for the online recruitment tool annual support maintenance in the total amount of \$11,324.88.

Submitted by: Timothy Bain

Approved by: Colleen Skolrood, Executive Assistant

Invoice #INV-40088

From	Invoice Summary	
Governmentjobs.com, Inc. DBA NEOGOV 2120 Park Pl, Suite 100 El Segundo, CA 90245	Invoice Number	INV-40088
	Date	03/08/2024
	Terms	Net 30
	Due Date	04/07/2024
	Amount Due (USD)	\$ 11,324.88
Bill To		
Rock Island, City of (IL) 1528-3 Avenue Rock Island, IL 61201 USA		
Item / Description	Total	
Insight	11,324.88	
This is your subscription fee for Insight for the term starting 04/08/2024 and ending 04/07/2025.		
	Amount Due (USD)	\$ 11,324.88

Thank you for your business!

For questions, or pay by credit card, please reply to this email or reach out to billing@neogov.com. For questions on a renewals invoice, please reach out to renewals@neogov.com.

Please make checks payable to:

Governmentjobs.com, Inc
DEPT LA 25067
Pasadena, CA 91185-5067

For Payments by Wire:

Silicon Valley Bank
Account #: 3302022848
Account Name: Governmentjobs.com, Inc.
Bank Routing No.: 121140399

Swift Code: SVBUS6SIBO

For a copy of our W9, please click on "Download W9" above.

CITY OF ROCK ISLAND
CHART OF ACCOUNTS

December 16, 2023 through
December 29, 2023
TOTAL: \$ 26,915.11

FUNDS	FUND NAME	DEPT	DEPARTMENT NAME
101	General Fund	111	1st Ward
201	TIF #1 Downtown	112	2nd Ward
202	TIF #2 South 11th Street	113	3rd Ward
203	TIF #3 North 11th Street	114	4th Ward
204	TIF #4 Jumer's Casino Rock Island	115	5th Ward
205	TIF #5 Columbia Park	116	6th Ward
206	TIF #6 NE I280/Parkway	117	7th Ward
207	Community/Economic Development	118	Mayor
208	TIF #7 The Locks	119	Mayor & Council Administration
209	TIF #8 Watchtower	122	General Administration
210	Public Benefit	123	Legal Services
211	Martin Luther King Center	131	City Clerk
212	MLK Facility Improvement	155	Human Resources Administration
213	TIF #9 1st Street	156	Human Resources Services
221	Motor Fuel Tax	157	Insurance
222	Foreign Fire Insurance	211	Finance Administration
223	Riverboat Gaming	212	Customer Service
224	State Drug Prevention	213	Accounting Services
225	DUI Fine Law	214	Budget and Grants Management
226	Court Supervision	256	Information Technology
227	Crime Laboratory	311	Community/Economic Development Administration
241	US Dept of Justice Grant	312	Economic Development
242	Community Development Block Grant	313	Planning/Redevelopment
243	Federal Drug Prevention	314	Inspection
244	Neighborhood Stabilization ARRA	356	Martin Luther King Jr Community Center
245	Schwiebert Park Boat Dock	411	Police Administration
246	Ridgewood Business Park	412	Field Operations Bureau
251	Public Library	413	Criminal Investigation Bureau
252	Volunteers of the RI Library	414	Administration/Technical Services Bureau
271	Honor Guard Contributions	415	Tactical Operations
272	DARE	451	Fire Administration November 5, 2021 through
273	Police Contributions	452	Fire Emergency Services
274	Elderly Service Contributions	453	Fire Protective Inspect
275	RI Auxiliary Police	454	Ambulance
276	RI Labor Day Parade	611	Public Works Administration
277	ESO Christmas Tour	612	Motor Vehicle Parking System
278	Adopt A School	613	Water Meter Services
279	Fire Donations	615	Engineering
282	Lead Grant	616	Municipal Services
301	Capital Improvements	617	Fleet Services
302	Capital Improvements - Streets	618	Utilities Service
405	Debt Service	619	Utilities Maintenance
501	Water Operation & Maintenance	711	Library Administration
502	Water Capital 2010A BAB'S	712	Library Info Services
506	Wastewater Operations & Maintenance	713	Library Circulation
507	Stormwater Utility	714	Library Extension
508	Wastewater Capital 2010A BAB'S	811	Park/Recreation Administration
510	Solid Waste	813	Recreation
511	Centennial Bridge	818	Whitewater Aquatic Center
541	Sunset Marina	819	Schwiebert Riverfront Park
555	Parks & Recreation	822	Parks
581	CDBG Loan Programs	834	Highland Golf Maintenance
582	State Affordable Housing	835	Highland Clubhouse
583	Community/Economic Development Loans	846	Golf Pro Shop
584	CIRLF Loan Fund	854	Saukie Golf Maintenance
585	MPF Endowment Loans	855	Saukie Clubhouse
586	Brownfield Revolving Loan Fund	867	RIFAC
595	Public Housing	891	Donations P/R Admin
601	Fleet Services	892	Donations Parks
602	Fleet Amortization	893	Donations Recreation Programs
606	Engineering	894	Donations Golf Maintenance
609	Hydroelectric Plant	895	Donations Highland/Saukie Clubhouse
621	Self-Insurance	896	Donations Golf Pro Shop
626	Employee Health Plan	897	Donations RIFAC
701	Fire Pension	898	Donations Longview Aquatic Center
706	Police Pension	899	Donations Riverfront Park
711	Cafeteria Plan	910	Police Fire Commission
712	Loan Escrow	920	Fire Pension
831	GASB 34	930	Police Pension
901	MLK Activity	940	Cafeteria Plan
905	IL DCFS		
906	Dept of Human Services		
907	MLK Capital Contributions		
950	Public Library Foundation		

REPORT PARAMETERS

ORGANIZATION : 010
BANK : 2
PRINT BY : CHECK DATE
SORT OPTION : VENDOR NAME
PRINT DETAILS : Y
BEGINNING CHECK DATE : 12/28/23
ENDING CHECK DATE : 12/29/23
ORG NAME FOR EXTRACT FILE : ap12292023

010 CITY OF ROCK ISLAND

CHECK REGISTER

DATE RANGE: 12/28/23 - 12/29/23

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
2	122923	\$26915.11 26915.11	12/29/23 051-000000	07532 -21403-000000		0 ICMA RETIREMENT CORP PAYROLL FOR - 122923			M OUTSTANDING
TOTAL # OF ISSUED CHECKS:				1	TOTAL AMOUNT:		26,915.11		
TOTAL # OF WIRES:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF ACH CHECKS:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF UNISSUED CHECKS:				0					

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
-----	-----	-----	-----
051	PAYROLL CLEARING FUND	26,915.11	0.00
		=====	=====
	TOTAL -	26,915.11	0.00

kerri bessee

Memorandum



To: Rock Island City Council
From: John Gripp, Director
Subject: Report from the Parks and Recreation Department regarding a bid for a John Deere Gator with Beverage Cart for Highland Springs recommending the bid be awarded to Van Wall of Rock Island, IL in the amount of \$17,350.00.
Date: January 22, 2024

Introduction and Background Information:

The City of Rock Island Parks and Recreation Department received bids for a golf utility cart with beverage cart component add-ons to be used at Highland Springs. The current beverage cart was purchased in 2012. The beverage cart allows for on-course sales which lead to increased revenue opportunities during weekends, outings, and other events.

Three (3) companies submitted quotes.
Van Wall (John Deere) - Rock Island
M&M Golf Cars (Club Car) - Bettendorf
Harris (Yamaha) - Dubuque

Bid Tabulation:

Van Wall - \$17,350
M&M Golf Cars - \$22,250
Harris - \$17,600

Previous Council Action (if any):

Budget Impact:

Fund: 555 Parks
Department: 835 Highland Springs
Cost Center: 753
Object Code: 53905-0000000

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

Council Goal (if applicable):

Recommendation:

The Parks and Recreation Department recommends the purchase of a John Deere Gator with beverage cart component add-ons from Van Wall in Rock Island, IL for the amount of \$17,350.

This is the lowest bid. This expense is included in the 2024 budget.

Submitted by: Colleen Skolrood, Executive Assistant

Approved by: Colleen Skolrood, Executive Assistant



JOHN DEERE

Quote Summary

Prepared For:

HIGHLAND SPRINGS GOLF COURSE
9500 35TH ST W
ROCK ISLAND, IL 61201
Business: 309-732-7265

Prepared By:

Nathan Canier
Van-Wall Equipment, Inc.
2800 46th Avenue - Suite 1
Rock Island, IL 61201
Phone: 309-222-8283
nate.canier@vanwall.com

Quote Id: 30037488

Created On: 01 December 2023

Last Modified On: 01 December 2023

Expiration Date: 31 January 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™TX Turf (Model Year 2024)	\$ 15,749.00	\$ 12,800.00 X	1 =	\$ 12,800.00
JOHN DEERE TX TURF GAS GATOR	\$ 8,500.00	\$ 8,500.00 X	1 =	\$ 8,500.00
FAIRWAY CAFE GATOR COOLER W/ROOF	\$ 7,500.00	\$ 7,500.00 X	1 =	\$ 7,500.00
WIEDENMANN BROTHERS please provide a value	\$ 1,350.00	\$ 1,350.00 X	1 =	\$ 1,350.00
Equipment Total				\$ 30,150.00

Quote Summary

Equipment Total	\$ 30,150.00
SubTotal	\$ 30,150.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 30,150.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 30,150.00

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 30037488

Customer: HIGHLAND SPRINGS GOLF COURSE

Suggested Price		\$ 8,500.00
Customer Discounts		
Customer Discounts Total		\$ 0.00
Total Selling Price		\$ 8,500.00

FAIRWAY CAFE GATOR COOLER W/ROOF

Hours: 0

Stock Number:

Suggested List

\$ 7,500.00

Selling Price

\$ 7,500.00

Code	Description	Qty	Unit	Extended
COOLER	FAIRWAY CAFE	1	\$ 7,500.00	\$ 7,500.00

Suggested Price		\$ 7,500.00
Customer Discounts		
Customer Discounts Total		\$ 0.00
Total Selling Price		\$ 7,500.00

WIEDENMANN BROTHERS please provide a value

Hours: 0

Stock Number:

Suggested List

\$ 1,350.00

Selling Price

\$ 1,350.00

Code	Description	Qty	Unit	Extended
TX ROOF	GATOR ROOF AND WINDSHIELD KIT	1	\$ 1,350.00	\$ 1,350.00

Suggested Price		\$ 1,350.00
Customer Discounts		
Customer Discounts Total		\$ 0.00
Total Selling Price		\$ 1,350.00



JOHN DEERE

Selling Equipment

Quote Id: 30037488

Customer: HIGHLAND SPRINGS GOLF COURSE

JOHN DEERE GATOR™TX Turf (Model Year 2024)				
Hours:				Suggested List
Stock Number:				\$ 15,749.00
				Selling Price
				\$ 12,800.00
Code	Description	Qty	Unit	Extended
559TM	GATOR™TX Turf (Model Year 2024)	1	\$ 14,299.00	\$ 14,299.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
0505	Build to Order	1	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 950.00	\$ 950.00
	Setup	1	\$ 500.00	\$ 500.00
Other Charges Total				\$ 1,450.00
Suggested Price				\$ 15,749.00
Customer Discounts				
Customer Discounts Total			\$ -2,949.00	\$ -2,949.00
Total Selling Price				\$ 12,800.00

JOHN DEERE TX TURF GAS GATOR				
Hours:		0		Suggested List
Stock Number:				\$ 8,500.00
				Selling Price
				\$ 8,500.00
Code	Description	Qty	Unit	Extended
tx	TX TURF GATOR OFF LEASE FROM TPC DEERE RUN	1	\$ 8,500.00	\$ 8,500.00

Memorandum

To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding bids for the 2024 treatment chemicals for water in the amount of 814,821.00 and for wastewater in the amount of 171,731.00.
Date: January 22, 2024



Introduction and Background Information:

On November 30, 2023 the Bi-State Regional Commission Joint Purchasing Council awarded bids for water/wastewater treatment chemicals to be purchased in the coming year. Attached is a copy of the bid results for your review with the awarded vendors highlighted in yellow. The calendar year 2024 budget was estimated by utilizing the same cost per lb/gal/ton, etc. for each chemical ahead of knowing what the final bids would be. This year most of the chemicals had a slight decrease in price compared to last year. Chemical usage and optimization will continue to be a priority for plant staff, which could potentially result in additional savings and spending within the budget.

<u>ITEM</u>	<u>VENDOR</u>	<u>QUANTITY/UNIT PRICE</u>	<u>TOTAL</u>
Aluminum Sulfate	USALCO	600 tons @ \$403.77/ton (Water)	\$224,262
Anhydrous Ammonia	Tanner Industries	30,000 lbs @ \$1.23/lb (Water)	\$36,900
Activated Carbon	Norit Americas, Inc.	30 tons @ \$2,160.00/ton (Water)	\$64,800
Caustic Soda	Rowell Chemical	185 tons @ \$795.00/ton (Water)	\$147,075
Chlorine (Ton Cyl.)	Brenntag Mid-South	70 tons @ \$1,894.00/ton (Water)	\$132,580
Chlorine (Ton Cyl.)	Brenntag Mid-South	14 tons @ \$1,894.00/ton (Sewer)	\$26,516
Chlorine (150lb)	Hawkins Inc	2,400lbs @ \$1.51/lb (Water)	\$3,624
Hydrofluosilicic acid	Brenntag Mid-South	46,000 lbs @ \$0.289/lb (Water)	\$13,294
Potassium Permanganate	Brenntag Mid-South	12,000 lbs @ \$2.25/lb (Water)	\$27,000
Phosphoric Acid	Shannon Chemical	45,500 lbs @ \$0.817/lb (Water)	\$37,174
Sodium Hypochlorite	Rowell Chemical	49,500gal @ \$1.65/gal (Sewer)	\$81,675

Ferric Chloride	Kemira	30,000gal @ \$0.188/gal (Sewer)	\$5,640
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<u>ITEM</u>	<u>VENDOR</u>	<u>QUANTITY/UNIT PRICE</u>	<u>TOTAL</u>
Polymer 4520	ChemWater	70,000gal @ \$1.32/lb (Water)	\$92,400
Polymer 4460	ChemWater	14,400gal @ \$2.48/lb (Water)	\$35,712
Sodium Bisulfite	Viking Chemical	15,000gal @ \$3.80/gal (Sewer)	\$57,000
Sodium Bisulfite(Drums)	Viking Chemical	@ \$3.85/gal (Sewer)	
TOTAL BID:	(Water)	\$814,821.00	
	(Sewer)	\$171,731.00	

Previous Council Action (if any):

Budget Impact:

Water Account Chargeable:

Fund:	501	Water Operations/Maintenance	\$814,821.00
Division:	618	Utilities Services	
Cost Center:	352	Water Treatment Plant	
Object Code:	52217	Treatment Chemicals	

Wastewater Account Chargeable:

Fund:	506	Wastewater Operations/Maintenance	\$171,731.00
Division:	618	Utilities Services	
Cost Center:	341	Mill Street Plant	
Object Code:	52217	Treatment Chemicals	

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 accept the bids for the items listed above and authorize them for purchase in 2024.

Submitted by: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant

1	Instructions									
2	Aluminum Sulfate (Liquid Alum) - Bulk tank truck									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	USALCO Michigan City Plant, LLC	1560	tons		\$403.77	\$629,881.20	price is per dry ton			
	Affinity Chemical, LLC	1560	tons		\$455.00	\$709,800.00				
	Chemtrade Chemicals LLC US	1560	tons		\$645.00	\$1,006,200.00				
3	Anhydrous Ammonia - Bulk tank truck									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Tanner Industries, Inc.	68000	lbs		\$1.23	\$83,640.00				
4	Caustic Soda - Bulk tank truck									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Rowell Chemical	360	tons		\$795.00	\$286,200.00				
	Brenntag Mid-South, Inc.	360	tons		\$893.00	\$321,480.00	Minimum Order - 11 dst deliveries			
	Hawkins Inc	360	tons		\$900.00	\$324,000.00	Per DRY ton			
	Alexander Chemical Corporatio	360	tons		\$1,109.00	\$399,240.00	Pricing is firm Calendar Quarterly only.			
5	Activated Carbon - Bulk truck loads of 30,000 pounds									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Norit Americas Inc	1E+05	lbs		\$1.14	\$136,800.00	HYDRODARCO B - 30,000 lb min order			delaying award - may be awarded at a later date, suppliers will be notified
	Carbon Activated Corp	1E+05	lbs		\$1.28	\$153,600.00	MINIMUM BULK TRUCK LOAD 30000 LB			
	Brenntag Mid-South, Inc.	1E+05	lbs		\$1.49	\$178,800.00				
	CarbPure Technologies, LLC	1E+05	lbs		\$1.55	\$186,000.00				
	CHEMRITE, INCORPORATED	1E+05	lbs		\$1.65	\$198,000.00				
6	Activated Carbon - 50 pound bags palletized and plastic wrapped for forklift									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	CHEMRITE, INCORPORATED	30	tons		\$1.79	\$53.70	10 ton minimum order			priced per pound \$3580/ton
	Norit Americas Inc	30	tons		\$2,160.00	\$64,800.00	HYDRODARCO B			
	Brenntag Mid-South, Inc.	30	tons		\$2,645.00	\$79,350.00				
	Carbon Activated Corp	30	tons		\$2,900.00	\$87,000.00	MINIMUM ORDER 10000 LB IN 50 LB BAGS			
7	Activated Carbon - Bulk truck loads not to exceed 20,000 pounds									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Norit Americas Inc	2E+05	lbs		\$1.14	\$250,800.00	HYDRODARCO B - 20,000 lb min order			
	Carbon Activated Corp	2E+05	lbs		\$1.35	\$297,000.00	MINIMUM BULK TRUCK LOAD 20000 LB			
	CarbPure Technologies, LLC	2E+05	lbs		\$1.65	\$363,000.00				
	CHEMRITE, INCORPORATED	2E+05	lbs		\$1.71	\$376,200.00				
	Brenntag Mid-South, Inc.	2E+05	lbs		\$1.87	\$411,400.00				
8	Chlorine (Gas) - 150 pound cylinders									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Alexander Chemical Corporatio	19950	lbs		\$1.21	\$24,139.50	Pricing is firm Calendar Quarterly only.			withdrawn
	Hawkins Inc	19950	lbs		\$1.51	\$30,124.50				
9	Chlorine (Sodium Hypochlorite 15%) - 4,500 gallon loads									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Rowell Chemical	3E+05	gal		\$1.65	\$499,950.00				
	Hawkins Inc	3E+05	gal		\$1.98	\$599,940.00				
	Alexander Chemical Corporatio	3E+05	gal		\$2.08	\$630,240.00	Pricing is firm Calendar Quarterly only.			
10	Chlorine (Gas) - Truck load lots varying from 2 to 6 one-ton cylinders									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Brenntag Mid-South, Inc.	109	ton		\$1,894.00	\$206,446.00	Box van only			
	Alexander Chemical Corporatio	109	ton		\$2,195.00	\$239,255.00	Pricing is firm Calendar Quarterly only.			
11	Citric Acid - Lots of 5 to 10, 100 pound bags									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Brenntag Mid-South, Inc.	2600	lbs		\$1.51	\$3,926.00				
	CHEMRITE, INCORPORATED	2600	lbs		\$1.99	\$5,174.00				
	Viking Chemical Company	2600	lbs		\$2.20	\$5,720.00	\$200 delivery fee 50lbs bags			
12	Copper Sulfate - Lots of 20 to 30, 50 pound bags									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Brenntag Mid-South, Inc.	6000	lbs		\$2.11	\$12,660.00				
	CHEMRITE, INCORPORATED	6000	lbs		\$2.25	\$13,500.00	full pallets only (40 bags)			
13	Hydrofluosilicic Acid - Bulk tank truck									
	Supplier	QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Brenntag Mid-South, Inc.	2E+05	lbs		\$0.289	\$52,020.00	Only bidding Rock Island and Moline			Rock Island & Moline
	Alexander Chemical Corporatio	2E+05	lbs		\$0.319	\$57,420.00				

Hawkins Inc		2E+05	lbs		\$0.46	\$82,800.00	East Moline ONLY	East Moline	
14	Hydrofluosilicic Acid - 15 gallon pail (bucket)								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
Brenntag Mid-South, Inc.		405	gal		\$5.839	\$2,364.80			
Hawkins Inc		405	gal		\$6.30	\$2,551.50			
15	Lime - Bulk trucks of 50,000 pound loads								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
Mississippi Lime Company		2E+06	lbs		\$0.1994	\$478,560.00			
Lhoist North America of Missouri		2E+06	lbs		\$0.2491	\$597,840.00			
16	Liquid Carbon Dioxide - Tank supply								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
					No Bid				
17	Liquid Ferric Sulfate 12% Fe+++ - Bulk tank truck of 4,500 gallon loads								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
Kemira Water Solutions, Inc.		3E+05	wet lbs.		\$0.188	\$53,580.00	Kemira PIX-312		
18	Magnesium Bisulfite - Lots of approximately 4 to 8, 30 gallon plastic drums								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
					No Bid				
19	Potassium Permanganate - Lots of 10, 110 pound (50 kg) drums								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
CHEMRITE, INCORPORATED		3700	lbs		\$2.51	\$9,287.00	25 kg pails		not awarded
Carus LLC		3700	lbs		\$2.56	\$9,472.00	Carus no longer supplies 55 kg drums. We supply 25 kg drums.		
Viking Chemical Company		3700	lbs		\$2.62	\$9,694.00	\$200 Delivery fee		
Shannon Chemical Corporation		3700	lbs		\$2.83	\$10,471.00			
20	Potassium Permanganate - 55 pound grums (25 kg pails) with handles								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
Brenntag Mid-South, Inc.		15300	lbs		\$2.25	\$34,425.00			add East Moline
CHEMRITE, INCORPORATED		15300	lbs		\$2.51	\$38,403.00			
Carus LLC		15300	lbs		\$2.56	\$39,168.00			
Shannon Chemical Corporation		15300	lbs		\$2.57	\$39,321.00			
Viking Chemical Company		15300	lbs		\$2.62	\$40,086.00	\$200 Delivery fee		
21	Aqua Mag - 55 gallon (627 pound) drums								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
Shannon Chemical Corporation		3135	lbs		\$1.03	\$3,229.05			
Brenntag Mid-South, Inc.		3135	lbs		\$1.379	\$4,323.17			
CHEMRITE, INCORPORATED		3135	lbs		\$1.38	\$4,326.30			
Carus LLC		3135	lbs		\$1.76	\$5,517.60			best interests of purchaser
22	Phosphoric Acid - Bulk tank truck								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
Shannon Chemical Corporation		45000	lbs		\$0.817	\$36,765.00			
Brenntag Mid-South, Inc.		45000	lbs		\$0.83	\$37,350.00			
CHEMRITE, INCORPORATED		45000	lbs		\$0.906	\$40,770.00			
Alexander Chemical Corporation		45000	lbs		\$0.939	\$42,255.00			
Carus LLC		45000	lbs		\$1.10	\$49,500.00			
23	Ferric Chloride - Bulk tank truck								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
Kemira Water Solutions, Inc.		30000	gal		\$3.49	\$104,700.00	Kemira PIX-311		
PVS Technologies, Inc.		30000	gal		\$4.20	\$126,000.00			
24	Sodium Bisulfite - Totes								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
Brenntag Mid-South, Inc.		15000	gal		\$3.553	\$53,295.00			
Viking Chemical Company		15000	gal		\$3.80	\$57,000.00	\$100 Delivery fee		
Alexander Chemical Corporation		15000	gal		\$4.29	\$64,350.00			
Hawkins Inc		15000	gal		\$4.50	\$67,500.00			
25	Sodium Bisulfite - Drums								
Supplier		QTY	UOM	Estimated	Price per unit	Extended	Supplier Notes	Manufacturer	Manufacturer #
Viking Chemical Company		1500	gal		\$3.85	\$5,775.00	\$100 Delivery fee		
Alexander Chemical Corporation		1500	gal		\$4.29	\$6,435.00			
Hawkins Inc		1500	gal		\$5.10	\$7,650.00			

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department to purchase rehabilitation parts for the primary clarifiers from Allied-Locke Industries, Dixon, Illinois, in the amount of \$34,502.60.
Date: January 22, 2024

Introduction and Background Information:

Within the scope of the Phosphorus Removal Feasibility Study and Optimization Plan project, the consultant has identified necessary repairs for two out of the four primary clarifiers at the Mill Street Wastewater Plant. The malfunctioning flight system on primary clarifiers #1 & #3 is distorting the plant's operational data, impeding the progress of the project. A comprehensive list of required parts has been compiled, and due to the age of the clarifiers, these parts have been identified as the sole source, exclusively available through Allied-Locke Industries of Dixon, Illinois.

Accompanying this memorandum is the quote from Allied-Locke Industries, including all required replacement parts for a total of \$32,502.60. Freight will not be known until all parts are shipped, but will be calculated conservatively at \$2,000.00.

Previous Council Action (if any):

Budget Impact:

Vendor: Allied-Locke Industries
Payment Amount: \$34,502.60

Account Chargeable:

Fund:	506	Wastewater Operations
Division:	618	Utilities
Cost Center:	341	Wastewater Mill Street Plant
Object Code:	52305	Auto/Equipment 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 rehabilitation parts for the Primary Clarifiers #1 & #3 in the amount of \$34,502.60, freight

included.

Submitted by: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant



ALLIED-LOCKE INDUSTRIES



USA

1/4/2024

1088 Corregidor Road

Dixon, IL 61021

Phone: (815) 288-1471 Fax: (815) 288-7945

Toll Free Phone: (800) 435-7752 Toll Free Fax: (800) 462-3130

Quote Number: 108999-002

Prepared For: 522380

Cust. Serv. Rep: KERI SPINELLI WITTENAUER

Ship To: CITY OF ROCK ISLAND

WASTEWATER PLANT

1309 MILL STREET ROCK ISLAND, IL

This Quote is effective from: 01/04/24 until: 02/04/24

Contact: MARK WEEKS

Email: WEEKS.MARK@RIGOV.ORG

Phone:

Fax:

ALI Part Number	Item Description	Customer Part Number	Qty	Price/UoM	Ext. Price
3X8X192FLIGHT	3X8X192" FRP FLIGHT - BLANK NO FAB \$500 MIN/\$75 SURCHARGE EST DEL : APPROX 6 WEEKS TO SHIP		40	\$156.64 / ST	\$6,265.60
3X8X36FLIGHT	3X8X36" FRP FLIGHT - BLANK NO FAB \$500 MIN/\$75 SURCHARGE EST DEL : APPROX 6 WEEKS TO SHIP		20	\$31.91 / ST	\$638.20
WS1020	WEARSHOE 5.5" UHMW NO LUG 2 HOLES EA LEG (25 PC MIN) EST DEL : APPROX 1 - 2 WORKING DAYS TO SHIP 120 PC : BALANCE TO SHIP IN 5 WEEKS ** PRICE GOOD FOR QTY QUOTED **		180	\$13.66 / ST	\$2,458.80
80042	NCS720S F22-8 LINK EST DEL : APPROX 2 - 3 WORKING DAYS TO SHIP		120	\$35.10 / ST	\$4,212.00
JB0009	NCS720SRV X 20 (10 FT) EST DEL : APPROX 10 - 12 WORKING DAYS TO SHIP		70	\$270.40 / ST	\$18,928.00

---- F.O.B. SHIPPING POINT----

*** QUOTE GOOD FOR 30 DAYS ***

PAYABLE IN U.S. FUNDS

\$50.00 SURCHARGE FEE APPLIES ON ORDER LESS THAN \$100

**IF QTY CHANGES PRICE AND DELIVERY WILL NEED TO BE
REVIEWED**

PLEASE NOTE MADE TO ORDER PRODUCT OR CUT TO LENGTH CHAINS
ARE NON-RETURNABLE. DELIVERY SUBJECT TO CHANGE AT TIME OF
ORDER. UP TO 10% OVER OR UNDER THE SPECIFIED QUANTITY FOR
MADE-TO-ORDER ITEMS MAY BE SHIPPED AT SELLER'S OPTION.

*DRAWING APPROVAL MAY BE REQUIRED, THIS PROCESS IS
NOT REFLECTED IN THE DELIVERY TIME.*

*** THANK YOU FOR THE INQUIRY! ***

For Terms & Conditions please visit our website at: <http://www.alliedlocke.com/>

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding payment in the amount of \$111,976.30 to Ostrom Painting and Sandblasting, Rock Island, Illinois, for the Pavement Marking Program.

Motion: Motion whether or not to approve Consent Agenda items a through h.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

Ostrom Painting & Sandblasting, Rock Island Illinois is due Payment #1 & Final for the 2023 Pavement Marking Program, CRI #2749, for services provided October 17 to November 14, 2023 in the amount of \$111,976.30.

Previous Council Action (if any):

Budget Impact:

Vendor: Ostrom Painting & Sandblasting, Rock Island, Illinois
Contract Amount: \$111,976.30

Fund:	302	Capital Improvements - Streets
Department:	616	Municipal Services
Cost Center:	306	Street Painting/Signing
Object Code:	53805	Street/Lot S/C
Project:	2749	2023 Pavement Marking Program
Amount:	\$100,000.00	

Fund:	101	General Fund
Department:	616	Municipal Services
Cost Center:	301	Street Maintenance
Object Code:	53805	Street/Lot S/C
Project:	2749	2023 Pavement Marking Program
Amount:	\$11,976.30	

Purchase Order:	P008987	\$100,000.00
Purchase Order:	P008988	\$11,976.30

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 & Final to Ostrom Painting & Sandblasting, Rock Island, Illinois, in the amount of \$111,976.30.

Submitted by: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant

City of Rock Island

Engineering Division Periodic Pay Estimate

Project: 2023 Pavement Marking Program
Job No. 2749
Contractor: Ostrom Painting & Sandblasting, Inc.
Engineer: Justin J. Johnson, P.E.
Inspector: Quentin L. Jefferson

	Contract Amount	Completion Date
Original	\$110,030.00	10/27/2023
Adjusted		

Pay Estimate #1 and Final
October 17 to November 14, 2023

Item No.	Description	Plan Quantity	Units	New Quantities	Previous Quantities	Quantity To Date	Unit Price	Earned To Date
1	Paint Pavement Marking Line, 4"	175,000	LF	265,788.5	0.0	265,788.5	\$0.11	\$29,236.74
2	Paint Pavement Marking Line, 6"	27,000	LF	49,421.0	0.0	49,421.0	\$0.50	\$24,710.50
3	Paint Pavement Marking Line, 8"	2,000	LF	302.0	0.0	302.0	\$0.55	\$166.10
4	Paint Pavement Marking Line, 12"	6,000	LF	5,105.0	0.0	5,105.0	\$1.00	\$5,105.00
5	Paint Pavement Marking Line, 24"	7,000	LF	9,181.0	0.0	9,181.0	\$2.89	\$26,533.09
6	Letters & Symbols	12,000	SF	7,666.6	0.0	7,666.6	\$3.25	\$24,916.45
7	Paint Pavement Marking Line, Curb	25,000	LF	278.0	0.0	278	\$0.39	\$108.42
8	Traffic Control & Protection	1	LS	1	0	1	\$1,200.00	\$1,200.00
								\$111,976.30

Change Orders	Plan Quantity	Units	New Quantities	Previous Quantities	Quantity To Date	Unit Price	Earned To Date
							\$0.00
							\$0.00
Total Earned :							\$0.00

Previous Payments	
1	
2	
Totals :	\$0.00

Payment Summary	
Total Cost of Work Performed to Date	\$111,976.30
Total Change Orders to Date	+ \$0.00
Total Amount Earned to Date	\$111,976.30
Retained Percentage (0%)	- \$0.00
Total Previous Payments	- \$0.00
Total Amount Due This Estimate : \$111,976.30	

The undersigned Contractor certifies that to the best of their knowledge, information and belief the Work Covered by this Payment Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous payments were issued and received from the City and that current payment shown herein is now due.

Contractor: Ostrom Painting & Sandblasting, Inc.

By: Robert Walker
Digitally signed by Robert Walker
Date: 2023.12.07 13:25:18 -06'00'

Date: 12/7/2023

Recommended for Payment

Michael J. Kaur 12/18/2023
City Engineer Date

City of Rock Island Project	Account Number	Amount
2749 2023 Pavement Marking Program	302-616306-53805-2749000	\$111,976.30

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding payment in the amount of \$143,479.40 to Centennial Contractors of Moline, Illinois, for the Sidewalk and Pavement Patching Program.
Date: January 22, 2024

Introduction and Background Information:

Centennial Contractors of the Quad Cities, Inc., Moline, IL is due Payment #6 for the 2022 & 2023 Sidewalk and Pavement Patching Program (Project Numbers 2140; 2142; 2377; 2411; 2434) for services from July 21 through November 11, 2023. Payment #6 is in the amount of \$143,479.40. A list of patch locations is attached.

Previous Council Action (if any):

Budget Impact:

Vendor: Centennial Contractors of the Quad Cities, Inc., Moline, IL
Payment Amount: \$143,479.40

Fund:	501	Water Operation & Maintenance	\$21,214.10
Department:	619	Utilities Maintenance	
Cost Center:	356	Water Distribution Maintenance	
Object Code:	53805	Street/Lot S/C	
Project:	2140	Street Repair Program	
Fund:	506	Wastewater Operation & Maintenance	\$39,108.40
Department:	619	Utilities Maintenance	
Cost Center:	346	Wastewater Collection Maintenance	
Object Code:	53805	Street/Lot S/C	
Project :	2140	Street Repair Program	
Fund:	302	Street Maintenance	\$30,581.10
Department:	616	Municipal Services	
Cost Center:	301	Street Special Projects	
Object Code:	53805	Street/Lot S/C	
Project:	2411	PCC Patching	
Fund:	506	Wastewater Collection	\$9,701.60
Department:	619	Municipal Services	
Cost Center:	359	Street Special Projects	
Object Code:	53806	Infrastructure Maintenance	
Project:	2564	Sewer Lateral Repair	

Fund:	501	Water Distribution	\$42,874.20
Department:	619	Municipal Services	
Cost Center:	359	Street Special Projects	
Object Code:	53806	Infrastructure Maintenance	
Project:	2526	Water Service Lateral Repair	

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 #6 to Centennial Contractors of the Quad Cities, Inc., Moline, IL, in the amount of \$143,479.40.

Submitted by: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant

Public Works Department / Engineering Division

PAY ESTIMATE NUMBER 6
FOR THE PERIOD FROM 7/21/23 to 11/1/23

Contractor: Centennial Contractors of the
Quad Cities, Inc.

November 3, 2023

Project: 2022 & 2023 Sidewalk and Pavement Patching Program
Job Numbers: 2140; 2142; 2377; 2411
Engineer: Robert Horton, P.E.
Inspector: John Pearson

	Contract Date	Contract Amount	Completion Date
ORIGINAL	6/17/2022	\$ 464,625.00	11/18/2022
REVISED	Extension	\$ 853,654.00	12/15/2023

Item No.	Description	2022 Plan Quantity	Units	Unit Price	Scheduled Total	Completed To Date	Total
1	PCC PVT REPL T1 SPL	90.0	Sq Yd	\$150.00	\$ 13,500.00	35.20	\$ 5,280.00
2	PCC PVT REPL T2 SPL	130.0	Sq Yd	\$138.00	\$ 17,940.00	286.13	\$ 39,485.94
3	PCC PVT REPL T3 SPL	180.0	Sq Yd	\$126.00	\$ 22,680.00	713.20	\$ 89,863.20
4	PCC PVT REPL T4 SPL	2140.0	Sq Yd	\$104.00	\$ 222,560.00	7415.22	\$ 771,182.88
5	PCC B C - HMA SURF T1 SPL	11.0	Sq Yd	\$200.00	\$ 2,200.00	0.00	\$ -
6	PCC B C - HMA SURF T2 SPL	14.0	Sq Yd	\$188.00	\$ 2,632.00	46.50	\$ 8,742.00
7	PCC B C - HMA SURF T3 SPL	21.0	Sq Yd	\$176.00	\$ 3,696.00	175.40	\$ 30,870.40
8	PCC B C - HMA SURF T4 SPL	35.0	Sq Yd	\$154.00	\$ 5,390.00	189.90	\$ 29,244.60
9	AGG B C - HMA SURF T1 SPL	11.0	Sq Yd	\$100.00	\$ 1,100.00	0.00	\$ -
10	AGG B C - HMA SURF T2 SPL	14.0	Sq Yd	\$90.00	\$ 1,260.00	26.10	\$ 2,349.00
11	AGG B C - HMA SURF T3 SPL	21.0	Sq Yd	\$90.00	\$ 1,890.00	14.20	\$ 1,278.00
12	AGG B C - HMA SURF T4 SPL	35.0	Sq Yd	\$88.00	\$ 3,080.00	159.30	\$ 14,018.40
13	BRICK PVT REPL T1 SPL	11.0	Sq Yd	\$150.00	\$ 1,650.00	0.00	\$ -
14	BRICK PVT REPL T2 SPL	28.0	Sq Yd	\$150.00	\$ 4,200.00	0.00	\$ -
15	BRICK PVT REPL T3 SPL	63.0	Sq Yd	\$140.00	\$ 8,820.00	0.00	\$ -
16	BRICK PVT REPL T4 SPL	196.0	Sq Yd	\$140.00	\$ 27,440.00	91.70	\$ 12,838.00
17	PCC CURB GUTTR REPL SPL	323.0	Foot	\$55.00	\$ 17,765.00	586.50	\$ 32,257.50
18	PCC DRIVEWAY REPL SPL	400.0	Sq Yd	\$90.00	\$ 36,000.00	574.80	\$ 51,732.00
19	PCC PED C RAMP REPL SPL	490.0	Sq Ft	\$25.00	\$ 12,250.00	949.30	\$ 23,732.50
20	PCC SDWLK REPL 5 SPL	2443.0	Sq Ft	\$11.00	\$ 26,873.00	5889.80	\$ 64,787.80
21	EXP AGG SDWLK REPL SPL	18.0	Sq Ft	\$20.00	\$ 360.00	0.00	\$ -
22	PCC PVT REPL TXT CLR SPL	8.0	Sq Yd	\$200.00	\$ 1,600.00	0.00	\$ -
23	CASTING TO BE ADJUST SPL	1	Each	\$500.00	\$ 500.00	10	\$ 5,000.00
24	VALVE BOX ADJUST SPL	1	Each	\$200.00	\$ 200.00	32	\$ 6,400.00
25	DOM WAT SER BOX RPL SPL	1	Each	\$150.00	\$ 150.00	0	\$ -
26	RACEWAY SPL	4.0	Foot	\$25.00	\$ 100.00	0.00	\$ -
27	TIE BARS 3/4 INCH DIA SPL	315	Each	\$8.00	\$ 2,520.00	2234	\$ 17,872.00
28	DOWEL BAR 1-1/4 IN DIA SPL	70	Each	\$12.00	\$ 840.00	24	\$ 288.00
29	GEOTECH FABRIC GRND ST	2299.0	Sq Yd	\$1.00	\$ 2,299.00	2714.60	\$ 2,714.60
30	AGG BASE CSE TYPE A	651.0	Ton	\$30.00	\$ 19,530.00	2068.610	\$ 62,058.30
31	PT PVT MK LINE SPL	700.0	Foot	\$1.50	\$ 1,050.00	0.00	\$ -
32	PT PVT MK LETTR SYMB SPL	46.0	Sq Ft	\$10.00	\$ 460.00	0.00	\$ -
33	TRAF DETECTOR LOOP SPL	95.0	Foot	\$22.00	\$ 2,090.00	158.00	\$ 3,476.00
Total Cost of Construction					\$ 464,625.00		\$ 1,275,471.12

CHANGE ORDERS					
No.	Description	Quantity	Unit	Price	Amount
1	While reconstructing the intersection at 12th St. and 19.5 Ave. it was discovered that the CB had failed. Centennial rebuilt the CB.			\$4,158.48	\$ 4,158.48
2	Curb stop was covered during the 9th St. Resurfacing at 4324 9th St. The curb stop box was damaged. Centennial replaced the curb stop box.			\$1,218.40	\$ 1,218.40
Total:					\$ 5,376.88

Public Works Department / Engineering Division

PAY ESTIMATE NUMBER 6
FOR THE PERIOD FROM 7/21/23 to 11/1/23

Contractor: Centennial Contractors of the
Quad Cities, Inc.

November 3, 2023

Project: 2022 & 2023 Sidewalk and Pavement Patching Program

Job Numbers: 2140; 2142; 2377; 2411

Engineer: Robert Horton, P.E.

Inspector: John Pearson

	Contract Date	Contract Amount	Completion Date
ORIGINAL	6/17/2022	\$ 464,625.00	11/18/2022
REVISED	Extension	\$ 853,654.00	12/15/2023

PREVIOUS PAYMENTS			
	Payment		Amount
	1	\$	264,855.00
	2	\$	-
	3	\$	420,683.46
	4	\$	179,053.42
	5	\$	272,776.72
	6		
	7		
	8		
	9		
Total:			\$ 1,137,368.60

PAYMENT SUMMARY	
Total Amount of Work Completed to Date =	\$ 1,275,471.12
+ Change Orders =	\$ 5,376.88
Total Amount Earned to Date =	\$ 1,280,848.00
Retained Percentage (0%) =	\$ -
Total amount Earned Less Retained Percentage =	\$ 1,280,848.00
- Total Previous Payments =	\$ 1,137,368.60
TOTAL AMOUNT THIS PAYMENT =	\$ 143,479.40

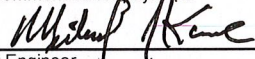
DIVISION OR PROGRAM	Account	Total Per Account
Utility Patching Program (CRI Job # 2140 MSD - STREET)	101-616301-53805-2140000	
Utility Patching Program (CRI Job # 2140 Water - P008283)	501-619356-53805-2140000	\$ 21,214.10
Utility Patching Program (CRI Job # 2140 Wastewater - P008283)	506-619346-53805-2140000	\$ 39,108.40
Utility Patching Program (CRI Job # 2140 Stormwater - P008283)	507-619348-53805-2140000	
PCC Patching Program (CRI Job # 2377)	302-616301-53805-2377000	
Brick Street Program (CRI Job # 2411 - P008283)	302-616301-53805-2411000	\$ 30,581.10
SLRP	506-619359-53806-2564000	\$ 9,701.60
WSRP	501-619359-53806-2526000	\$ 42,874.20
TOTAL-->>		\$ 143,479.40

The undersigned Contractor certifies that to the best of their knowledge, information and belief the Work Covered by this Payment Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous payments were issued and received from the City and that current payment shown herein is now due. \$ 143,479.40

Contractor: Centennial Contractors of the Quad Cities, Inc.

Signature:  Date: 12/19/23

Recommended for payment:

City Engineer:  Date: 12/14/23

Patch Location List

Pay Estimate #6

<u>Loc. No.</u>	<u>Patch No.</u>	<u>Address</u>
1	11	2738 5th Ave.
2	14	1325 42nd St.
3	15	2533 7th Ave.
4	26	4303 24th St.
5	27	5th Ave. East of 31st St.
6	62	2816 45th St.
7	63	1850 23rd St.
8	64	1336 25th Ave.
9	65	1508 7th St.
10	66	1306 14 1/2 St.
11	74	#29 Wildwood Dr.
12	76	4500 39th Ave.
13	86	1306 14 1/2 St.
14	91	32nd St. @ 16th Ave.
15	130	1513 10th Ave.
16	135	2350 4th Ave.
17	6	1216 45th St.
18	97	914 23rd St.
19	134	1019 14th St.
20	45	2000 23rd St.
21	87	1306 14 1/2 St.
22	88	1309 Mill St.
23	105	1716 26th St.
24	131	1426 45th St.
25	80	1315 5th Ave.

Patch Location List

Pay Estimate #6

<u>Loc. No.</u>	<u>Patch No.</u>	<u>Address</u>
26	81	1315 5th Ave.
27	82	1847 13th St.
28	83	17th St. @ 12th Ave.
29	102	749 34th St.
30	129	2316 4th Ave.
31	38	3008 30th St.
32	132	1306 45th St.
33	90	2135 30th St.
34	34	1838 46th St.
35	35	1852 46th St.

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding payment in the amount of \$38,556.39 to McClintock Trucking and Excavating, Silvis, Illinois, for the Water Service Repair Program and Sewer Lateral Repair Program repairs.
Date: January 22, 2024

Introduction and Background Information:

McClintock Trucking & Excavating, Inc. is due payment on the attached invoices for the Water Service Repair Program (WSRP) and the Sewer Lateral Repair Program (SLRP) at the following locations:

2103 35th Street	WSRP	Sept 25 to Nov 26, 2023	Invoice #1747	\$9,570.30
1500 9th Street	WSRP	Oct 23 to Oct 29, 2023	Invoice #1748	\$7,594.04
3912 23rd Avenue	WSRP	Oct 2 to Oct 8, 2023	Invoice #1764	<u>\$2,179.78</u>
Total for above on Water Service Repairs, Project Number 2526:				\$19,344.12

3201 35th Street	SLRP	Aug 21 to Sept 3, 2023	Invoice #1737	<u>\$19,212.27</u>
Total for above on Sewer Lateral Repairs, Project Number 2564:				\$19,212.27

-

Previous Council Action (if any):

Budget Impact:

Vendor: McClintock Trucking & Excavating, Inc., Silvis, IL
Payment Amount: \$38,556.39

Fund:	501	Water Operation & Maintenance	(\$19,344.12)
Department:	619	Utilities Maintenance	
Cost Center:	359	Service Repair Program	
Object Code:	53806	Infrastructure Maintenance	
Project:	2526	Water Service Repair Program	

Fund:	506	Wastewater Oper & Maintenance	(\$19,212.27)
Division:	619	Utilities Maintenance	
Cost Center:	359	Service Repair Program	
Object Code:	53806	Infrastructure Maintenance	
Project:	2564	Sewer Lateral Repair Program	

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 to McClintock Trucking & Excavating, Inc., Silvis, IL, in the amount of \$38,556.39.

Submitted by: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant

McClintock Trucking and Excavating, Inc.



Invoice

Invoice Number

1747

Invoice Date

12/21/2023

Bill To: City of Rock Island
1309 Mill St.

Re: 2103 35th St, Rock Island

Rock Island, IL 61201

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
23-107			Net 30 Days	1/20/2024
Quantity	Description	U/M	Rate/Unit	Price
1.00	Labor	LS	2,365.98	2,365.98
1.00	Equipment	LS	2,363.44	2,363.44
1.00	Material	LS	370.00	370.00
1.00	Subcontractor	LS	4,470.88	4,470.88

Subtotal \$ 9,570.30
Sales Tax (if applicable) \$ 0.00

Total Due \$ 9,570.30

CRI # 2526
2023

Thank you for your business!

McClintock Trucking & Excavating, Inc.

2103 35th ST. Rock Island

Forced Account Bill for:

09/25-10/01 11/20-11/26

	Total Hours S.T.	O.T.	Payroll Rate	OT Payroll Rate	Amount
Operator	13	0	\$ 37.50	\$ 56.25	\$ 487.50
Operator	8.5	0	\$ 37.50	\$ 56.25	\$ 318.75
Operator	3	0	\$ 37.50	\$ 56.25	\$ 112.50
					<u>\$ 918.75</u>

Fringe Benefits

Operator	13	hours @	\$ 39.05	\$ 507.65
Operator	8.5	hours @	\$ 39.05	\$ 331.93
Operator	3	hours @	\$ 39.05	\$ 117.15
				<u>\$ 956.73</u>

Subtotals Labor \$ 1,875.48

20% of \$ 375.10

Subtotals Labor \$ 2,250.57

Plus Workman's Compensation Ins.

0.05220 \$ 918.75 \$ 47.96

Federal Unemployment Tax

0.06000 \$ -

State Unemployment Tax

0.08650 \$ -

Federal Social Security Tax

0.06200 \$ 918.75 \$ 56.96

Total Payroll Additives

\$ 104.92

10% of

\$ 10.49 \$ 115.41

Total Labor

\$ 2,365.98

I hereby certify that the above statement is a copy of that portion of the bill shown to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signe

Equipment Expense

	Total Hours	Rate	Amount
Diesel Truck	13.00	\$ 36.61	\$ 475.93
PC88	12.50	\$ 107.40	\$ 1,342.50
Kenworth T800	8.50	\$ 59.71	\$ 507.54
Tag T	3.00	\$ 12.49	\$ 37.47
Total Equipment Expense			<u>\$ 2,363.44</u>

Material Used

	Qty	Unit	Unit Price	Amount
Spoils	1	EA	200.00	\$ 200.00
Top Soil (Shop)	3	TN	30.00	\$ 90.00
City of Rock Island Permit	1	EA	80.00	\$ 80.00
Subtotal Material				<u>\$ 370.00</u>

Plus 0%

\$ -

Total Material

\$ 370.00

Subcontractor

Amount

Quad City Directional Boring

\$ 1,200.00

McClintock Plumbing

\$ 3,057.99

Subtotal Subcontractors

\$ 4,257.99

Plus 5% or \$100, Whichever is greater

\$ 212.90

Total Subcontractors

\$ 4,470.88

Affidavit

This is to certify the material entered on this force account bill is correct and shown at our cost.

Permit

Total Labor \$ 2,365.98

By

Total Equipment Expense \$ 2,363.44

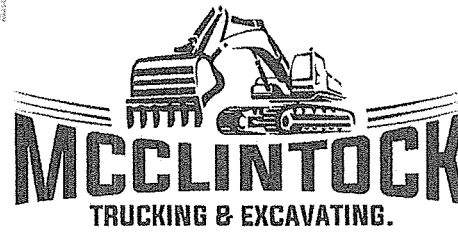
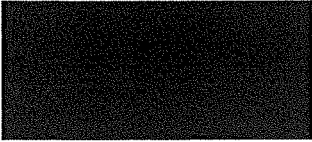
Total Materials \$ 370.00

By

Total Subcontractor \$ 4,470.88

\$ 9,570.30

McClintock Trucking and Excavating, Inc.



Invoice

Invoice Number
1748
Invoice Date
12/21/2023

Bill To: City of Rock Island
1309 Mill St.

Re: 1500 9th St, Rock Island

Rock Island, IL 61201

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
23-124			Net 30 Days	1/20/2024
Quantity	Description	U/M	Rate/Unit	Price
1.00	Labor	LS	2,474.98	2,474.98
1.00	Equipment	LS	1,534.90	1,534.90
1.00	Subcontractor	LS	3,584.16	3,584.16

Subtotal	\$	7,594.04
Sales Tax (if applicable)	\$	0.00

Total Due \$ 7,594.04

CRI #2526

2023

Thank you for your business!

McClintock Trucking & Excavating, Inc.
Forced Account Bill for:
10/23/23-10/29/23

1500 9th ST. Rock Island

	Total Hours		Payroll Rate	OT Payroll Rate	Amount
	S.T.	O.T.			
Operator	9		\$ 37.50	\$ 56.25	\$ 337.50
Operator	8	0.5	\$ 37.50	\$ 56.25	\$ 328.13
Operator	8		\$ 37.50	\$ 56.25	\$ 300.00
					<u>\$ 965.63</u>

Fringe Benefits

Operator	9	hours @	\$ 39.05	\$ 351.45
Operator	8.5	hours @	\$ 39.05	\$ 331.93
Operator	8	hours @	\$ 39.05	\$ 312.40
				<u>\$ 995.78</u>

20% of

Subtotals Labor	\$ 1,961.40
	<u>\$ 392.28</u>
Subtotals Labor	<u>\$ 2,353.68</u>

Plus Workman's Compensation Ins.	0.05220	\$ 965.63	\$ 50.41
Federal Unemployment Tax	0.06000		\$ -
State Unemployment Tax	0.08650		\$ -
Federal Social Security Tax	0.06200	\$ 965.63	\$ 59.87
Total Payroll Additives			<u>\$ 110.27</u>
10% of			<u>\$ 11.03</u>
			<u>\$ 121.30</u>

Total Labor

\$ 2,474.98

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signature

Equipment Expense	Total Hours	Rate	Amount
Diesel Truck	8.00	\$ 36.61	\$ 292.88
Kenworth T800	8.00	\$ 59.71	\$ 477.68
Tag Trailer	2.00	\$ 12.49	\$ 24.98
TB285	8.00	\$ 92.42	\$ 739.36
Total Equipment Expense			<u>\$ 1,534.90</u>

Material Used	Qty	Unit	Unit Price	Amount
---------------	-----	------	------------	--------

Subtotal Material

Plus 0%	\$ -
Total Material	<u>\$ -</u>

Subcontractor	Amount
QCDB	\$ 1,200.00
McClintock Plumbing	\$ 2,213.48
Subtotal Subcontractors	<u>\$ 3,413.48</u>

Plus 5% or \$100, Whichever is greater	\$ 170.67
Total Subcontractors	<u>\$ 3,584.16</u>

Affidavit

This is to certify the material entered on this force account bill which was taken from stock is shown at our cost.

Permit

Total Labor	\$ 2,474.98
Total Equipment Expense	\$ 1,534.90
Total Materials	\$ -
Total Subcontractor	\$ 3,584.16
	<u>\$ 7,594.04</u>

By

By

McClintock Trucking and Excavating, Inc.



Invoice

Invoice Number

1764

Invoice Date

1/3/2024

Bill To: City of Rock Island
1309 Mill St.

Re: 3912 23rd Ave, Rock Island

Rock Island, IL 61201

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
23-108			Net 30 Days	2/2/2024
Quantity	Description	U/M	Rate/Unit	Price
1.00	Labor	LS	386.28	386.28
1.00	Equipment	LS	394.40	394.40
1.00	Subcontractor	LS	1,399.10	1,399.10

Subtotal \$ 2,179.78
Sales Tax (if applicable) \$ 0.00

Total Due \$ 2,179.78

Thank you for your business!

McClintock Trucking & Excavating, Inc.
Forced Account Bill for:
10/2-10/8

3912 23rd Ave. Rock Island

	Total Hours S.T.	O.T.	Payroll Rate	OT Payroll Rate	Amount
Operator	4		\$ 37.50	\$ 56.25	\$ 150.00
					<u>\$ 150.00</u>
Fringe Benefits					
Operator	4	hours @	\$ 39.05		\$ 156.20
					<u>\$ 156.20</u>
20% of				Subtotals Labor	\$ 306.20
					<u>\$ 61.24</u>
				Subtotals Labor	<u>\$ 367.44</u>
Plus Workman's Compensation Ins.			0.05220	\$ 150.00	\$ 7.83
Federal Unemployment Tax			0.06000		\$ -
State Unemployment Tax			0.08650		\$ -
Federal Social Security Tax			0.06200	\$ 150.00	\$ 9.30
Total Payroll Additives					\$ 17.13
10% of					\$ 1.71
					\$ 18.84
Total Labor					<u>\$ 386.28</u>

I hereby certify that the above statement is a copy of that portion of the payroll bill which pertains to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed _____

Equipment Expense	Total Hours	Rate	Amount
T800	1	\$ 59.71	\$ 59.71
Tag Trailer	1	\$ 12.49	\$ 12.49
PC 88	3	\$ 107.40	\$ 322.20
Total Equipment Expense			<u>\$ 394.40</u>

Material Used	Qty	Unit	Unit Price	Amount
Subtotal Material				\$ -
Plus 0%				\$ -
Total Material				<u>\$ -</u>

Subcontractor	Amount
McClintock Plumbing	\$ 1,299.10
Subtotal Subcontractors	<u>\$ 1,299.10</u>
Plus 5% or \$100, Whichever is greater	\$ 100.00
Total Subcontractors	<u>\$ 1,399.10</u>

Affidavit

This is to certify the material entered on this force account bill which was taken from the stock is shown at our cost.

Permit

Total Labor	\$ 386.28
Total Equipment Expense	\$ 394.40
Total Materials	\$ -
Total Subcontractor	\$ 1,399.10
	<u>\$ 2,179.78</u>

McClintock Trucking and Excavating, Inc.



Invoice

Invoice Number

1737

Invoice Date

12/6/2023

Bill To: City of Rock Island
1309 Mill St.

Re: 3201 35th St, Rock Island

Rock Island, IL 61201

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
23-91			Net 30 Days	1/5/2024
Quantity	Description	U/M	Rate/Unit	Price
1.00	Labor	LS	5,906.03	5,906.03
1.00	Equipment	LS	5,740.72	5,740.72
1.00	Material	LS	3,887.24	3,887.24
1.00	Subcontractor	LS	3,678.28	3,678.28

Subtotal \$ 19,212.27
Sales Tax (if applicable) \$ 0.00

Total Due \$ 19,212.27

*CR I #2564
2023*

Thank you for your business!

McClintock Trucking & Excavating, Inc.
Forced Account Bill for:
8/21/23 - 9/3/23

3201 35th Ave, Rock Island

	Total Hours S.T.	O.T.	Payroll Rate	OT Payroll Rate	Amount
Laborer Foreman	4	1.5	\$ 32.00	\$ 48.00	\$ 200.00
ishier	3		\$ 34.30	\$ 51.45	\$ 102.90
ator Foreman	23	1	\$ 37.50	\$ 56.25	\$ 918.75
borer	4.5	0.5	\$ 32.00	\$ 48.00	\$ 168.00
rator	4.5		\$ 37.50	\$ 56.25	\$ 168.75
erator Apprentice	21.5		\$ 37.50	\$ 56.25	\$ 806.25
					<u>\$ 2,364.65</u>

Fringe Benefits

Laborer Foreman	5.5	hours @	\$ 26.46	\$ 145.53
sher	3	hours @	\$ 26.39	\$ 79.17
itor Foreman	24	hours @	\$ 39.05	\$ 937.20
iorer	5	hours @	\$ 26.46	\$ 132.30
ator	4.5	hours @	\$ 39.05	\$ 175.73
rator Apprentice	21.5	hours @	\$ 39.05	\$ 839.58
				<u>\$ 2,309.50</u>

Subtotals Labor \$ 4,674.15

20% of \$ 934.83

Subtotals Labor \$ 5,608.98

Plus Workman's Compensation Ins.	0.05220	\$ 2,364.65	\$ 123.43
Federal Unemployment Tax	0.06000		\$ -
State Unemployment Tax	0.08650		\$ -
Federal Social Security Tax	0.06200	\$ 2,364.65	\$ 146.61

Total Payroll Additives \$ 270.04
10% of \$ 27.00 \$ 297.05

Total Labor \$ 5,906.03

I hereby certify that the above statement is a copy of that portion of the above stated work and that the rates shown for taxes and insurance are actual costs.

Signature

	Total hours	Rate	Amount
Equipment Expense			
Kenworth T800	21.50	\$ 59.71	\$ 1,283.77
Tag Trailer	5.50	\$ 12.49	\$ 68.70
Peterbilt	4.50	\$ 68.32	\$ 307.44
Tub Trailer	4.50	\$ 43.12	\$ 194.04
Diesel Truck	24.00	\$ 36.61	\$ 878.64
Tamper	6.00	\$ 6.01	\$ 36.06
JD310	6.00	\$ 80.28	\$ 481.68
PC88	23.00	\$ 107.40	\$ 2,470.20
Hammer	2.50	\$ 8.08	\$ 20.20
Total Equipment Expense			<u>\$ 5,740.72</u>

	Qty	Unit	Unit Price	Amount
Material Used				
Pleasant Valley Ready Mix	5	CY	\$ 156.00	\$ 780.00
FA6	73.69	TN	\$ 7.75	\$ 571.10
CM6D	16.9	TN	\$ 10.90	\$ 184.21
1" Clean	13.93	TN	\$ 16.65	\$ 231.93
Top Soil - Shop	12	TN	\$ 20.00	\$ 240.00
Spoils	9	EA	\$ 200.00	\$ 1,800.00
City of Rock Island Permit	1	EA	\$ 80.00	\$ 80.00
Subtotal Material				<u>\$ 3,887.24</u>

Plus 15% \$ -
Total Material \$ 3,887.24

	Amount
Subcontractor	
K&D Cutting & Coring	\$ 300.00
SELCO	\$ 323.00
McClintock Plumbing	\$ 2,880.12
Subtotal Subcontractors	<u>\$ 3,503.12</u>

Plus 5% or \$100, Whichever is greater \$ 175.16
Total Subcontractors \$ 3,678.28

Affidavit

This is to certify the material entered on this force account permit is shown at our cost.

Total Labor	\$ 5,906.03	By	
Total Equipment Expense	\$ 5,740.72	By	
Total Materials	\$ 3,887.24		
Total Subcontractor	\$ 3,678.28		
	<u>\$ 19,212.27</u>		

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department to approve the bid in the amount of \$23,564.25 from Crawford Company, Rock Island, Illinois, for replacing the HVAC in the Water Plant Pulsator building.
Date: January 22, 2024

Introduction and Background Information:

In 2023, a power surge at the City's Water Plant resulted in the damage of the HVAC unit for the Pulsator building, impacting its heating and cooling capabilities. Subsequently, the City of Rock Island initiated a proposal process for the replacement of the HVAC system at 2215 16th Avenue. The bids for the project were publicly opened and read aloud on Wednesday, December 13, 2023, at 9:00 a.m. at the Public Works Department.

Bid were submitted by:
Crawford Company for the amount of \$23,564.25
Ragan Mechanical for the amount of \$43,395.00

Previous Council Action (if any):

Budget Impact:

Vendor:	Crawford Company		
Payment Amount:	\$23,564.25		
Account Chargeable:			
Fund:	501	Water Operations	
Division:	618	Utilities	
Cost Center:	352	Water Treatment Plant	
Object Code:	53801	Building/Grounds 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 approve the bid from Crawford Company for replacing the HVAC in the Water Plant Pulsator Building. The cost of the project is \$23,564.25.

Submitted by: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant



Service Estimate

Company
Crawford Company

Estimate Date: 12/8/2023
Estimate Number: P16038

P: 563-940-0592 F:

Bill To Identity
CED Department
1528 3rd Avenue
Rock Island, IL 61201
Coleen

Project Location
Rock Island Water Treatment Plant
2215 16th Avenue
Rock Island, IL 61201
Travis Matlick

York Air Handler/Condensing Unit Installation-Main Hallway and Restrooms

Our price for this proposal: \$23,564.25

Our proposal includes:

Installation of 1 - York Air Handler and Condensing Unit

*York Condensing Unit Model # YCD60B22S
5.0T 13S AC R410A

*York Air Handler (Above Hallway Ceiling) Model # JHETD60HBCS2N1
5.0T 1PC AH STD ECM 24.5 AL TXV

*Lineset, Filters, Plastic Pad for Outside Condensing Unit, Drain Pan, Flood Detector, Thermostat,

Round Duct, Supply Diffusers for Restrooms and Electric Heat Kit Included

*Equipment Start-Up and System Check-Out/Training Included for New System

*Electrical Included

*Existing MAU on roof will be abandoned in place.

*Existing Ductwork in Water Holding Facility to Remain

*4-5 Day Duration for the Project

*Mechanical Permits Included

Material Availability: In Stock as of 12/8/23.

Our proposal excludes: Anything not listed above. Any overtime labor.

Warranty: Our Warranty for Work Performed for New Equipment Installations is 1 Year Labor.



Terms of payment: Thirty (30) days upon completion of the project. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement. This proposal includes all sales tax.

Contractor

Tim Solis

Signature (Authorized Representative)

Tim Solis

Name (Print/ Type)

563-940-0592

Phone

12/8/2023

P16038

Date

Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding payment in the amount of \$11,346.29 to Valley Construction, Rock Island, Illinois, for the permanent restoration at 30th Street and 7th Avenue.

Motion: Motion or not whether to allow claims items a through d.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

Valley Construction is entitled to payment in the amount of \$11,346.29 for permanent concrete restoration at 30 Street and 7 Avenue during the period of December 13 through December 15, 2023.

Previous Council Action (if any):

Budget Impact:

Vendor: Valley Construction, Rock Island, IL.
Payment Amount: \$11,346.29
Account Chargeable:
Fund: 507 Stormwater Utility
Division: 619 Utilities Maintenance
Cost Center: 348 Southwest Collection Maintenance
Object Code: 53805 Street/Lot S/C – Utilities Maintenance

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 to Valley Construction, Rock Island, IL in the amount of \$11,346.29.

Submitted by: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant



230497

Invoice

Bill to: City of Rock Island, Public Works Dept

Attn: Public Works Director
1309 Mill Street
Rock Island, IL 61201

Invoice Number : 230497

Contract : 23009- 25

Invoice Issue Date :

Cust #	Customer Ref	Billed Through	Due Date	Terms
10228	30th and 7th Patch	1/5/2024	2/4/2024	Net due 30 days

RE :

Total Amount Due

\$11,346.29

Valley Construction Co.

Invoice Date: January 5, 2024

Valley Job No. 23009-25

For: City of Rock Island
1309 Mill St
Rock Island, IL 61201

Dates Performed: December 13, 14, 15, 2023

Description of Work: 30th and 7th Ave Patch

Labor:	Total S.T. Hours	Total O.T. Hours	Standard Rate	Overtime Rate	Total
Drew Otten, Laborer Foreman 3	2	0	\$81.79	\$107.06	\$163.58
Mike Taylor, Operator 3	10	0	\$104.47	\$132.18	\$1,044.70
Cam Carothers Laborer Foreman 4	14	0	\$84.66	\$111.31	\$1,185.24
Richard Anderson, Laborer 3	2	0	\$78.01	\$101.46	\$156.02
William Schwab, Laborer 2	14	0	\$77.09	\$100.10	\$1,079.26
Dan Eastman, Operator Truck Driver	3	0	\$104.47	\$132.18	\$313.41
Thomas Slaydon, Cement Mason	8	0	\$77.32	\$99.28	\$618.56
Justin Sammon, Cement Mason	8	0	\$77.32	\$99.28	\$618.56
Total Labor:	61	0			\$5,179.33

Equipment Description	Total Hours	Rate	Total
Komatsu Excavator (15168)	4	\$141.78	\$567.12
Chevy 2500 HD (11200)	12	\$48.31	\$579.72
2012 Trail King (11608)	1.5	\$42.12	\$63.18
16' Tri Axle Road Tractor (11578)	1.5	\$106.61	\$159.92
Chevy Double Cab (11134)	2	\$26.47	\$52.94
Total Equipment:	21.0		\$1,422.88

Subcontract Work	Hours	Rate	Total
Logan - Inv R38897	1	\$23.63	\$23.63
Sycamore Creek - Inv 13443	4.5	\$98.00	\$441.00
Subtotal Subcontract Work:			\$464.63
Plus 10% of:		\$464.63	\$46.46
Total Subcontract Work:			\$511.09

Material	Quantity	Price	Total
Bi-State Barricade - Inv 7944	1.00	\$750.00	\$750.00
Pleasant Valley Redi Mix - Inv 62944	1.00	\$2,062.00	\$2,062.00
River City - Inv 44198	1.00	\$625.50	\$625.50
RiverStone - Inv 1262497	1.00	\$93.36	\$93.36
Valley Construction - concrete blankets stock	6.00	\$25.00	\$150.00
Subtotal Material:			\$3,680.86
Plus 15% of:		\$3,680.86	\$552.13
Total Material			\$4,232.99

Invoice Total: \$11,346.29

3610-78th Avenue West • Rock Island, IL 61201 • (309) 787-0292 • Fax (309) 787-7048

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Public Works Department regarding an amendment to the Water Tower Lease agreement with New Cingular Wireless.

Motion: Motion whether or not to approve the amendment to the agreement and authorize the City Manager to execute the documents.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

New Cingular Wireless PCS, LLC (formerly AT&T) would like to amend the lease agreement initially dated June 17, 2003 and extended on November 17, 2015 to install a backup diesel generator at the 1413 42nd Avenue water tower site.

The current lease agreement generates \$37,440 in revenue per year. The proposed amendment aims to increase the revenue by \$8,640 per year, resulting in a total annual revenue of \$46,080.

Currently, the City has a total of 17 cellular agreements. With the proposed amendment, the City's CY2024 budget is projected to receive \$551,600 in revenue for cellular antennas on water towers, allocated to the water fund, and \$24,780 for cellular antennas on the monopole situated at the Southwest Wastewater Treatment Plant, directed to the sewer fund.

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 attached amended lease agreement with New Cingular Wireless PCS, LLC.

Submitted by: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant

Market: RUMW
Cell Site Number: IAL04154
Cell Site Name: 42A 14 ST WT
Fixed Asset Number: 10082460

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 The City of Rock Island, an Illinois Municipal Corporation (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**Licensee**”), having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, Georgia 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into a Site License Agreement dated June 17, 2003, as amended by that Agreement to Extend Site License Agreement (Municipal Water Tower Attachments) (“**First Amendment**”) dated November 17, 2015, whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property known as: Water Tower, 1413 42nd Avenue, Rock Island, IL 61201 (the “**Property**”); (collectively the “**Agreement**”); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to increase the size of the Premises: and

WHEREAS, Licensor and Licensee desire to adjust the License Fee in conjunction with the modifications to the Agreement contained herein; 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. **Premises.** Licensee’s Premises is hereby revised to include an additional 128 (8’ x 16’) of ground space for the purpose of adding a generator (“**Additional Ground Space**”), as more particularly described in the site plan attached hereto as **Exhibit 1-A**. Upon full execution of this Second Amendment, the additional Ground Space will be deemed a part of the Licensee Premises.
2. **License Fee.** Commencing on the first day of the month following the date that the Licensee commences construction of the modifications set forth in this Second Amendment; the License Fee shall be increased by Eight Thousand Six Hundred Forty and No/100 Dollars (\$8,640.00) per year, subject to further adjustments as provided in the Agreement.

Market: RUMW
Cell Site Number: IAL04154
Cell Site Name: 42A 14 ST WT
Fixed Asset Number: 10082460

3. **Generator.** Licensee shall have the right to install, repair, maintain, replace, remove, utilize, and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Licensee shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Licensee, and Licensee shall have the right to remove or modify it at any time and any provisions in the Agreement regarding removal of equipment shall apply. Any modification that alters the original plans approved and submitted to the Licensor must first be approved by the Licensor.
4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge, and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
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 to Site License Agreement. on the dates set forth below.

Market: RUMW
Cell Site Number: IAL04154
Cell Site Name: 42A 14 ST WT
Fixed Asset Number: 10082460

LICENSOR:

The City of Rock Island, an Illinois
Municipal Corporation

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

By: 

Print Name: Andrew Sackreitor

Its: Director

Date: 1/3/24

Market: RUMW
Cell Site Number: IAL04154
Cell Site Name: 42A 14 ST WT
Fixed Asset Number: 10082460

ILLINOIS LICENSOR REPRESENTATIVE ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by _____, the _____ of _____.

Notary Seal

(Signature of Notary)

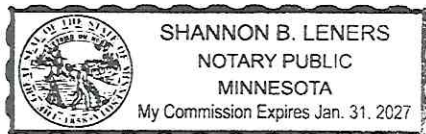
My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF Minnesota)
)ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 3rd day of January, 2024, by Andrew Sackreiter, the Director of AT&T Mobility Corporation.

Notary Seal



Shannon B. Leners
(Signature of Notary)

My Commission Expires: 1/31/2027

Market: RUMW
Cell Site Number: IAL04154
Cell Site Name: 42A 14 ST WT
Fixed Asset Number: 10082460

Prepared by, and after recording

Return to:

Cynthia Fortner, General Dynamics Information Technology
2025 Oliver Dr.
Mount Juliet, TN 37122

On behalf of:

New Cingular Wireless PCS, LLC
1025 Lenox Park Blvd. 3rd Floor
Atlanta GA 30319
Attn: Network Real Estate Administration

Licensors: City of Rock Island, an Illinois Municipal Corporation

Licensee: New Cingular Wireless PCS, LLC, a Delaware limited liability company

Legal Description: Official legal description attached as Exhibit 1-A

Cell Site Name & #: 42A 14 ST WT Fixed Asset #: 10082460

State: Illinois, County: Rock Island

Market: RUMW
Cell Site Number: IAL04154
Cell Site Name: 42A 14 ST WT
Fixed Asset Number: 10082460

MEMORANDUM OF SECOND AMENDMENT TO SITE LICENSE AGREEMENT

This Memorandum of Second Amendment to Site License Agreement is entered into on this _____ day of _____, 2024, by and between The City of Rock Island, a Municipal Corporation incorporated in the State of Illinois (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. 3rd Floor, Atlanta, Georgia 30319 (“**Licensee**”)

1. Licensor and Licensee entered into a certain Site License Agreement (Municipal Water Tower Attachments) on the 17th day of June, 2003 as amended by that certain Agreement to Extend Site Lease Agreement (Municipal Water Tower Attachments) dated November 11, 2015, and as further amended by that certain Second Amendment To Site License Agreement dated _____, 20____ (collectively the “**Agreement**”), for the purpose of installing, operating, and maintaining a communications facility and other improvements, including without limitation a backup generator.
2. The Agreement term initially commenced on or around September 15, 2003. As amended, the Agreement will automatically renew for up to three (3) successive five (5) year renewal terms commencing on September 24, 2018.
3. Licensor agrees to increase the size of the Premises to allow for the installation of a generator. Licensor leases to Licensee the Premises as more completely described on attached **Exhibit 1-A**.

Market: RUMW
Cell Site Number: IAL04154
Cell Site Name: 42A 14 ST WT
Fixed Asset Number: 10082460

IN WITNESS WHEREOF, the parties have executed this Memorandum of Second Amendment to Site License Agreement as of the day and year first above written.

LICENSOR:

City of Rock Island, an Illinois Municipal Corporation

By: _____
Print
Name: _____
Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print
Name: Andrew Sackreiter
Date: 1/3/24

Market: RUMW
Cell Site Number: IAL04154
Cell Site Name: 42A 14 ST WT
Fixed Asset Number: 10082460

EXHIBIT 1-A

DESCRIPTION OF PREMISES

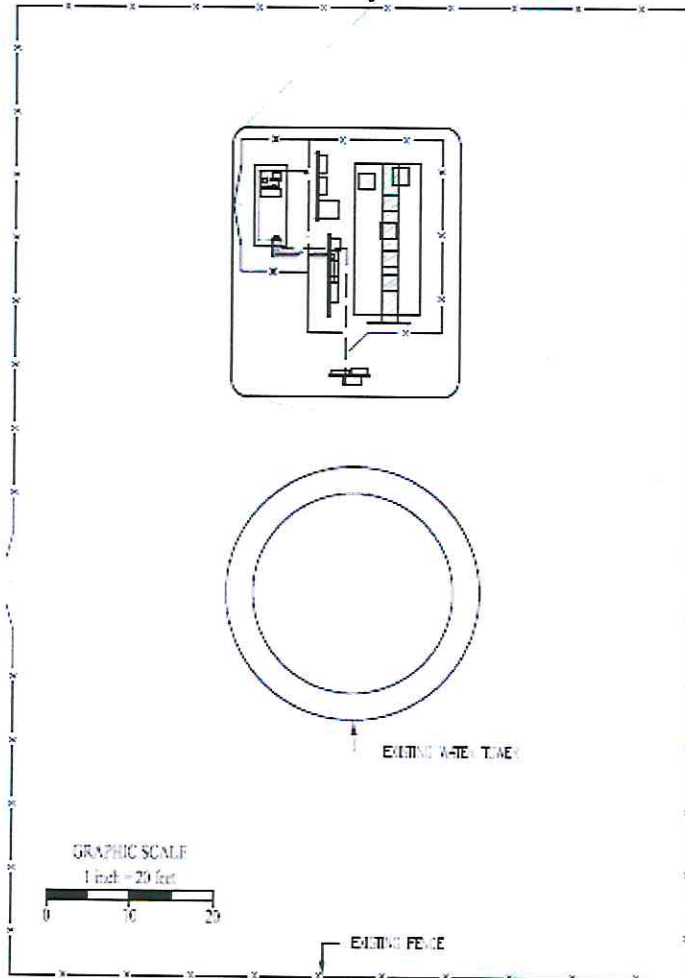
Page 1 of 1

to the Second Amendment to Site License Agreement dated _____, 20____, by and between The City of Rock Island, as Licensor, and New Cingular Wireless PCS, LLC, as Licensee.

The Premises are described and/or depicted as follows:

The Property known as; Water Tower, 1413 42nd Avenue, Rock Island, IL 61201 (the "Property").

Lease Area Sketch or Survey:

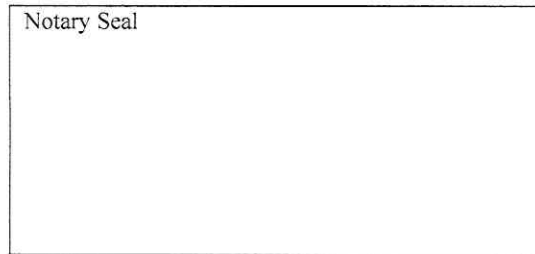


Market: RUMW
Cell Site Number: IAL04154
Cell Site Name: 42A 14 ST WT
Fixed Asset Number: 10082460

ILLINOIS LICENSOR REPRESENTATIVE ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, the _____ of _____.



(Signature of Notary)

My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF Minnesota)
)ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 3rd day of January, 2024, by Andrew Suckreiter, the Director of AT&T Mobility Corporation.



Shannon B. Leners
(Signature of Notary)

My Commission Expires: 1/31/2027

Memorandum



To: Rock Island City Council
From: Thomas Flaherty, Assistant to the City Manager
Subject: Report from Administration regarding a proposal for a one-year agreement with Mercury for public strategy services for an amount not to exceed \$105,000.00.

Motion: Motion whether or not to authorize staff to negotiate a contract for services with Mercury, subject to minor attorney modifications, for an amount not to exceed \$105,000.00.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

At present, the City does not have an advocate helping to advance its interests in Springfield or in Washington. This disadvantages the City and its residents. Other communities have such partners which help secure additional resources and support community/economic development efforts. In light of this, the Mayor and City Manager have been seeking out such a partner. Former Rep. Cheri Bustos, as it happens, works for a public strategy firm called Mercury which has submitted a proposal to be that partner. The services they offer include:

- Identification of eligible grants
- Grant writing and narrative construction
- Reputation building
- Stakeholder engagement
- Monitoring, evaluation, and compliance requirements

Having reviewed their qualifications, City Administration is recommending that the City Council approve entering into contract negotiations with Mercury. Securing them as a partner will advance the City's interests and improve engagement with State and Federal government.

Previous Council Action (if any):

None.

Budget Impact:

\$105,000 from the City's general fund will be used for a one-year service agreement.

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:

General Adminsitration recommends that the City Council direct staff to negotiate a one-year agreement with Mercury for public strategy services as described above.

Submitted by: Samantha Gange, City Clerk

Approved by: Colleen Skolrood, Executive Assistant

TO: City of Rock Island
FROM: Mercury Public Affairs
DATE: January 2, 2024
SUBJECT: Government Relations and Public Affairs Engagement Proposal

OVERVIEW

Mercury welcomes the opportunity to work with the City of Rock Island to obtain funding for priority projects and achieve its economic development goals. Home to a wide range of business industries, a beautiful riverfront, and diverse population, Rock Island is well positioned to achieve its objectives and serve as a model community for the region in the years to come. Mercury stands ready to work with the City's purpose-driven leadership to leverage available resources and activate key stakeholders to achieve its vision.

INTEGRATED APPROACH

Mercury has deep experience solidifying funding and delivering success in many forms for cities and municipalities throughout the country. Our Illinois team stands ready to help Rock Island realize its vision and strategic plan by deploying an integrated and comprehensive public affairs campaign, which will include the following components:

- Funding Strategy and Opportunity Monitoring
- Coalition Building
- Government Relations

Mercury will utilize its expertise in these areas to garner the financial and stakeholder support needed to turn the City's vision for its priority projects into a reality. The stakeholders we believe to be critical to achieving this level of success include local, state, and federal government officials, leading businesses in Rock Island and the surrounding area, key educational institutions like Augustana College and Black Hawk College and the wider Rock Island community.

01. FUNDING STRATEGY AND OPPORTUNITY MONITORING

With its entrepreneurial spirit and vast potential for areas like Sunset Marina, 11th Street and its downtown business district, Rock Island is well-positioned to tell a compelling story that will appeal to grant application assessors. Mercury will work with you to audit the current use of existing funding mechanisms and proposed plans. We will also work with you to implement increased communication with key stakeholders, such as employers, local institutions of higher education,

lawmakers, and active nonprofits, regarding the availability of funding opportunities and interest in creative ideas to promote economic and workforce development in the City.

Additionally, there is a wealth of both federal and state grants that can help Rock Island enact major projects, such as expanding housing stock or transportation projects. Those sources include:

State Grants

- Illinois Department of Commerce and Economic Opportunity Construction and/or Renovation to Buildings, Additions, or Structures Grant
- Illinois Department of Commerce and Economic Opportunity Business Attraction Prime Sites
- Illinois Department of Natural Resources Boat Access Area Development Program
- Illinois Department of Transportation Rebuild Illinois Capital Grant Programs
- Illinois Housing Development Authority Permanent Supportive Housing (PSH) Development Program
- Illinois Department of Commerce and Economic Opportunity Tourism Attraction Grant Program
- Illinois Department of Commerce and Economic Opportunity Marketing Partnership Program
- Illinois Department of Commerce and Economic Opportunity Job Training Economic Development Program

Federal Grants

- U.S. Department of Transportation's 2024 RAISE Grant Program
- U.S. Department of Housing and Urban Development's HOPE VI Main Street Program
- U.S. Fish and Wildlife Service's Boating Infrastructure Grant (BIG) Awards
- U.S. Fish and Wildlife Service's Clean Vessel Act (CVA) Program
- U.S. Department of Transportation's America's Marine Highway Program Grants
- U.S. Department of Housing and Urban Development's Green and Resilient Retrofit Program (GRRP)
- U.S. Department of Housing and Urban Development's Jobs Plus Notice of Funding Opportunity (NOFO)
- U.S. Department of Interior's FY2023 Historic Preservation Fund- Save America's Treasures Preservation and Collection Grants
- U.S. Department of Agriculture's Inflation Reduction Act (ARA) funding for Urban and Community Forestry
- U.S. Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program
- U.S. Department of Labor's Strengthening Community Colleges Training Grant
- U.S. Department of Labor's Building Pathways to Infrastructure Jobs Grant Program

- U.S. Department of Labor's Apprenticeship Building America (ABA) Grant Program
- U.S. Department of Labor's State Apprenticeship Expansion Formula

Mercury's team of experts can make the process of applying and complying with Federal Grants less daunting for Rock Island. To acquire these competitive grants, our Grants Associate can walk you through the complexities of applying for federal grants, including:

- Identification of eligible grants
- Grant writing and narrative construction
- Reputation building
- Stakeholder engagement
- Monitoring, evaluation, and compliance requirements

02. COALITION BUILDING

Building a coalition of key stakeholders will be critical to ensuring the success of Rock Island's plans. Mercury will take its experience in coalition building and targeted stakeholder outreach to elevate Rock Island and establish a one-stop shop for businesses looking to integrate into the community.

A diverse set of activated stakeholders will be essential in implementing Rock Island's vision, whether it be meeting economic and workforce development goals, increasing housing access or undertaking infrastructure improvements. This list of stakeholders could include:

- Augustana College
- Black Hawk College
- Deere & Co.
- Dohrn Transfer
- Modern Woodman of America
- Rock Island Arsenal
- Rock Island Community Foundation
- Genesis and UnityPoint Health Systems
- Active regional or statewide nonprofits

Mercury can serve as a strategic partner to help with outreach, crafting compelling and engaging messaging and tracking coordination across the City's ecosystem. Mercury leadership in Illinois and nationally has an expansive network to help identify opportunities and unique partnerships, establish and strengthen relationships and bring key stakeholders to the table to coordinate with the City to help further mutual interests.

03. GOVERNMENT RELATIONS

State and federal urban development and workforce development grants are essential to fund Rock Island's priority projects. Mercury will ensure the City's priorities are top of mind for the lawmakers who develop state and federal budgets and will leverage experience and expertise with the grant process to best position the City's grant applications for approval.

Mercury will engage key federal government stakeholders, such as U.S. Senator Tammy Duckworth, U.S. Senator Dick Durbin, and U.S. Representative Eric Sorensen, to ensure Congressional budgets and appropriation requests are in line with what Rock Island needs. Mercury will also lead strategic engagement in the grant process to best position the City to land state and federal grants.

In addition to grants, additional state government relations support may be needed for the creation of pilot programs, tax credits or incentives, tax-increment finance expansion, enterprise zone definition and exemption, as well as other legislative efforts. Mercury can facilitate those conversations and usher legislation from the General Assembly process through to the Governor's signature.

With its bipartisan team of policy professionals with various experiences within government, including former Congresswoman Cheri Bustos, who leads Mercury's Illinois operations, Mercury is prepared to open any doors in Springfield, Washington, D.C., or wherever else necessary to further Rock Island's interests.

RELEVANT EXPERIENCE

Mercury has significant specific experience working with public entity clients on matters of similar scope and complexity. Specifically, we would underscore the following work:

- **Groundwork Hudson Valley** – Mercury worked with nonprofit Groundwork to elevate their proven model for creating green spaces and neighborhood job programs that supported infrastructure developments and cultivated community buy-in for those projects. We analyzed forthcoming and recently announced grant programs that could elevate Groundwork's current work and outlined the overlap with current priorities of the federal government. Their model aligned well with the environmental justice priorities of the Biden-Harris administration and the goals of the Inflation Reduction Act. We elevated this model with influential implementors in the Administration.
- **African American Mayors Association** – Mercury provides strategic guidance, stakeholder engagement, and proactive funding monitoring for AAMA and its member mayors. AAMA is the only nonprofit representing the interests of Black mayors exclusively.

- **Naperville Heritage Society** – Mercury works with the Naperville Heritage Society, a museum in Naperville, Illinois, seeking community development grant funding to facilitate new projects at the facility. We worked with the Society to develop its appropriations request language and helped craft its messaging and talking points for engagements with the Illinois Congressional Delegation.
- **Plaquemines Port - Louisiana** - Mercury manages federal government relations for the Plaquemines Port of Louisiana. Our efforts include scheduling meetings with members of Congress, the U.S. Army Corps of Engineers, and other relevant agencies on behalf of the Port. Significant accomplishments include major supplemental funding procured for dredging and other needs of the port and the streamlining of several important Corps permits. Mercury also formerly lobbied on behalf of the Plaquemines Parish government on similar issues.
- **Chambers County Improvement District No. 1 (Texas)** – Mercury is currently contracted by Chambers County Improvement District No. 1 to facilitate the submission of its multi-million dollar build for a BUILD Grant Proposal from the Department of Transportation to expand the TGS Cedar Port Industrial Park, focusing on infrastructure improvements like dock expansion, railroad expansion, and intermodal distribution.
- **Westlands Water District (California)** – Mercury represented Westlands in front of the House, Senate and Administration for seven years, assisting the largest water district in the U.S. manage issues ranging from the Endangered Species Act, to Appropriations priorities, to the historic passage of the Water Infrastructure Improvements for the Nation (WIIN) Act, which was a landmark water infrastructure bill.
- **South Carolina Ports Authority** – Mercury was hired to craft and execute a federal government relations plan focused on securing funding for Harbor Deepening in South Carolina. Mercury engaged members of the Department of Transportation, the Council on Environmental Quality, Office of Management and Budget, the National Economic Council, and key members of the House and Senate. Our team successfully worked with OMB to secure \$35 million in additional funding for FY19 for the project.

- **City of Montgomery, Alabama** – Mercury supported the City's programmatic requests for funding at the Maxwell Air Force Base. We engaged Republican and Democratic members of Alabama's congressional delegation to advocate for the funding's inclusion in the Military Construction and VA Appropriations bill. We also provided the City regular updates on the latest legislative developments in Washington as it relates to stimulus, annual operations, and the budget cycle, and also identified potential areas and grant programs from which to secure additional funding.
- **City of Newark, New Jersey** – Mercury engaged on behalf of the City of Newark, New Jersey to advocate for funding to alleviate issues related to housing and homelessness in the City. We engaged with members of the New Jersey Congressional Delegation and officials at the Department of Housing and Urban Development (HUD) to inform them of the city's priorities and determine strategic opportunities for funding. We researched and identified grant opportunities that aligned with their funding priorities and engaged congressional offices to ensure the City collects sufficient resources.
- **Southeast Louisiana Flood Protection Authority—East** — Federal government relations including educating Members of Congress; interacting with the Corps district and Washington, D.C. headquarters; working on Corps authorization legislation and related appropriations; identifying promising federal grant opportunities; and lobbying on behalf of the same objectives.

BUDGET AND TIMELINE

The strategic plan as outlined above pulls a wide range of coalition building, government relations, and public affairs services and will help the City of Rock Island realize partnerships and leverage funding opportunities to position itself as a model for economic and workforce development. To start, Mercury proposes a \$8,750 per month, 12-month contract to be established.

TEAM

Cheri Bustos, Co-Chair | Former Congresswoman Cheri Bustos represented the 17th Congressional District in Illinois for five terms. As a former senior member of House leadership with a long career in both the public and private sectors, Bustos brings decades of experience in politics, journalism, healthcare and communications. Bustos held powerful roles in leadership, serving as Co-Chair of the Steering and Policy Committee; Co-Chairing the Democratic Policy and Communications Committee; and chairing the General Farm Commodities and Risk Management Subcommittee of the House Agriculture Committee.

Bustos served on the House Committee on Agriculture for her full tenure in office; six years on the House Transportation and Infrastructure Committee; and four years on the House Appropriations Committee. While on the House Appropriations Committee, she served on some of the most powerful subcommittees: Defense; Labor, Health and Human Services and Education; Energy and Water; and Military Construction and Veterans Administration.

Nick Bustos, Senior Vice President | Nick Bustos joins Mercury with more than a decade of experience in politics, state government, business development, public relations, marketing and communications. Before joining Mercury, Bustos served as a Vice President of Marketing in the agriculture manufacturing industry, where he oversaw marketing, communications, and reputation management. He has a proven track record of leveraging out-of-the box, multi-channel marketing strategies to deliver revenue growth and elevate company profiles to nationally recognized, well-respected brands.

Prior to working in the private sector, Bustos spent several years in state government, working in various capacities for the Illinois Governor and the Illinois Department of Commerce and Economic Opportunity. He has also worked in and advised various political campaigns at the local, state and federal levels.

Michael Morthland, Senior Vice President | Michael Morthland joined Mercury's Illinois office after spending nearly a decade at top levels of Illinois Executive and Legislative Government. As Assistant Counsel to the Speaker of the House of Representatives, he was charged with writing, negotiating and defending bills through the legislative process including on complicated and sensitive subjects of labor, pharmacy benefit managers and prescription drug supply chain, insurance, \$15 minimum wage, environment and energy, and transportation and infrastructure.

In 2020, he joined the Governor Pritzker Administration as Chief of Staff at the Illinois Department of Financial and Professional Regulation. While at IDFPR, he composed strategies around building the new adult use cannabis infrastructure, fintech oversight and regulation, communications, and professional regulation. During the COVID-19 pandemic in 2022, Morthland joined the Department of Public Health as Deputy Chief of Staff. As the Deputy Chief, he oversaw efforts around strategic building and communications, government relations, crisis management and communication, medical cannabis, workforce development, strategic procurement, and systems management and construction.

Hannah Knoch, Director | Hannah Knoch is a Director in Mercury's Illinois and Washington, D.C., offices. She supports both the government relations and public affairs teams. Prior to joining Mercury, she served as communications coordinator for the Howard H. Baker Jr. Center for Public Policy. She oversaw all communications for the Center, including event promotion, the newsletter,

social media and media relations. She also has experience as a technical editor, from positions with International Studies Quarterly and for the Innovative Computing Laboratory. She has a B.S. in Public Relations and minors in business and political science.

Christian Flores, Associate - Research & Grants | Christian Flores is an Associate with Mercury Public Affairs. He has his Master's in Global Policy Studies from the University of Texas in Austin. During his graduate studies, he served as a Policy Consultant with the Municipal Government of Marica in Brazil, evaluating the housing outcomes of a universal basic income program for people below the poverty line. He was a Program Administrator with Safer Foundation in Chicago. His advocacy created a pathway for people with arrest and conviction records to acquire jobs in the financial sector in Chicago, easing FDIC regulations for minor offenses and encouraging the City of Chicago to offer more holistic reentry support services. As Program Administrator he helped the organization acquire a range of DOJ, HUD, State, and private foundation grants.

He has also served as a Fulbright English Teaching Assistant in Brazil and an Operations Assistant for U.S. Senator Tammy Duckworth. He holds a Bachelor of Arts in History, Political Science, and Spanish from Illinois College, and a certificate in Human Rights Studies from IFSA-Butler University in Argentina.

ABOUT MERCURY

Mercury is a high-stakes, bipartisan, government relations and strategic communications firm. We know what it takes to win in difficult situations, with proven results for the most successful companies, advocacy groups, and trade associations.

Our bi-partisan professionals work together to execute comprehensive engagement strategies on behalf of our clients. Founded in 2001, we have 130+ experts across our 20+ offices. Together, we influence the external environment to achieve the desired outcome, deploying best-in-class capabilities for the challenge.

We bring together former Members of Congress, federal and state policymakers and senior staffers that maintain trusted relationships with key decision-makers in Congress, in state governments and across the current administration.

Mercury's capabilities include:

- Multi-state campaigns
- Government relations
- Crisis and issue communications
- Public affairs management
- Media relations
- Digital advocacy
- Business advisory services
- Think tank engagement.

Memorandum



To: Rock Island City Council
From: Tarah Sipes, Economic Development Manager
Subject: Report from the Community & Economic Development Department regarding the sale of City-owned property located adjacent to 4305 81st Avenue West to Steel Processing Center for \$29,300.00 (First Reading).

Motion: Motion whether or not to approve the sale as recommended; authorize the City Manager to execute the sale agreement, subject to minor attorney modifications; and consider, suspend the rules and pass the ordinance.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

Steel Processing Center, a business located at 4305 81st Avenue West, has requested to purchase an adjacent City-owned property to the north of their facility. The property is composed of two non-contiguous parts separated by an unused railroad right-of-way as shown in the attached map. The smaller northern part is identified with PIN 1629203013 and the larger southern part is identified with PIN 1629201001. Steel Processing Center is offering to purchase the two-part property for \$29,300 which staff consider a fair market price. The business has been in Rock Island since 1997 and has discussed acquiring this property for future expansion for many years. Although there is no specific expansion proposed at this time, staff recommend selling this property to the business in order to facilitate future development.

Previous Council Action (if any):

In 2014 the Rock Island City Council agreed to negotiate an agreement with Steel Processing Center to expand rail access into the facility at 4305 81st Avenue West in order to bring product into the facility more efficiently.

Budget Impact:

The property will begin generating property tax revenues and may facilitate business expansion.

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 & Economic Development Department recommends that the City Council approve the attached sale agreement, consider the ordinance, and authorize the City Manager

to execute the sale agreement.

Submitted by: Tarah Sipes, Economic Development Manager

Approved by: Colleen Skolrood, Executive Assistant

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.

City of Rock Island
Parcel #113604-1
PIN #1629203013
Approx. .2 Acres

City of Rock Island
Parcel #114250
PIN #1629201001
Approx. 5.7 Acres

ANDALUSIA ROAD / 78TH AVE W

Steel Processing Center
4305 81st Street West
Parcel #114251
PIN #1629201002
Approx. 10.8 Acres

42ND STREET WEST

81ST AVENUE WEST

Location Map

PIN #1629203013 & PIN #1629201001

-  Potential Buyer
-  City Owned Lots
-  Parcels



City of Rock Island,
Community and Economic Development Department

Drawn By: K. Douglass

Date Created: January 2024
Aerial Flown: April 2019

0 50 100 200 300 Feet

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (this "Contract") is dated as of December [___], 2023 (the "Effective Date") and is by and between the City of Rock Island, Illinois ("Seller") and Steel Processing Center LLC, an Illinois limited liability company or its nominee or assignee ("Purchaser").

WHEREAS, Purchaser desires to purchase and Seller desires to sell the Real Estate (as defined below);

WHEREAS, the Seller has agreed to maintain a rail spur that currently serves the portion of the Land known as Parcel No. 1629201001 and provide Purchaser with access to and use of such rail spur (the "Rail Spur");

WHEREAS, the parties desire to enter into this Contract for the purchase and sale of the Real Estate;

NOW, THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration set forth herein, the parties agree as follows.

1. **Real Estate.** Seller shall transfer, assign, sell and convey or cause to be transferred, assigned, sold and conveyed to Purchaser or Purchaser's nominee the real property located along Ridgewood Road in the southwestern portion of the City of Rock Island, Illinois and legally described on Exhibit A hereto consisting of approximately 5.86 acres of land (the "Land") and all buildings, structures, and improvements on the Land (collectively, the "Improvements"), together with all of Seller's rights, titles, and interests, if any, in and to:

A. All easements, including the right to use the Rail Spur, party walls, rights of way, privileges, appurtenances, and rights to the same, belonging to or inuring to the benefit of the Land, except as otherwise provided in this Agreement.

B. All streets, alleys, or other public ways adjacent to the Land, before or after vacation thereof.

C. The personal property now located on or in the Land or Improvements and owned by Seller (the "Personal Property").

The Land, Improvements, and other real property interests to be conveyed as aforesaid are collectively referred to herein as the "Real Estate."

2. **Purchase Price.**

A. The purchase price to be paid by Purchaser to Seller at Closing for the Real Estate (the "Purchase Price") shall be Twenty-Nine Thousand Three Hundred Dollars and 00/100 Dollars (\$29,300.00). The Purchase Price will be paid by wire transfer of immediately available funds or by title company check, cashier's check or certified funds at Closing less any Earnest Money already provided.

B. Purchaser shall, upon signing the Contract, remit \$1,000.00 to Seller as Earnest Money for the Purchase of Property. Said Earnest Money may be held in a joint order escrow account with Chicago Title Insurance Company.

3. **Seller's Disclosures.**

Not later than ten (10) days after the Effective Date, Seller will deliver to Purchaser any and all engineering reports, soil reports, surveys, title reports, environmental reports, appraisals, notices of violations, tax bills, contracts and any other documents regarding the Real Estate in Seller's possession or control.

4. **Title Insurance; Survey; Permitted Exceptions.**

A. Within fifteen (15) days after the Effective Date, Seller shall deliver to Purchaser, at Purchaser's expense, a commitment (the "Title Commitment") by Chicago Title Insurance Company (the "Title Company") to issue a current form owner's title insurance policy, in the amount of the Purchase Price, covering title to the Real Estate on or after the date hereof, with each easement benefiting the Land identified as a separate insured parcel. Notwithstanding anything to the contrary contained in this Contract, Seller shall be required to remove from the Commitment any and all liens or other encumbrances of specific dollar amount.

B. The following matters and no others shall be permitted exceptions to title insurance coverage ("Permitted Exceptions"):

1. The lien of general real estate taxes not due and payable.
2. Covenants, conditions and restrictions of record, easements and building and setback lines disclosed in the Title Commitment to which Purchaser does not object in writing during the Feasibility Period.

Seller shall not schedule, as exceptions to Seller's warranties in Seller's deed, any matters other than the foregoing Permitted Exceptions.

C. At the Closing, Seller shall deliver to Purchaser evidence that Purchaser will receive from the Title Company, at Purchaser's expense, a current form owner's title insurance policy (the "Title Policy") insuring the fee simple interest of Purchaser, or Purchaser's nominee, in the Real Estate in the amount of the Purchase Price, subject only to Permitted Exceptions.

5. **Feasibility Period.** Purchaser shall have until the date that is sixty (60) days after the Effective Date (the "Feasibility Period") to determine whether the Real Estate is suitable for Purchaser's intended use thereof and in connection therewith, Purchaser shall during the Feasibility Period, have access to the Real Estate and may conduct and make such feasibility studies as Purchaser deems reasonably necessary, including engaging in conversations with governmental officials regarding the Real Estate and Purchaser's intended use thereof. Seller shall provide Purchaser with such documents and information relating to the Real Estate as Purchaser may reasonably request in connection with Purchaser's review of the Real Estate. Purchaser hereby agrees to save, defend, indemnify and hold harmless the Seller from and against any and all liens, and damages to persons or property located on or about the Real Estate arising out of any tests and

studies conducted by Purchaser. Purchaser shall restore any damage caused by such tests or studies. If Purchaser is dissatisfied with its review of the Real Estate, Purchaser shall have the right to terminate this Contract by Sending written notice to Seller within two (2) Business Days after expiration of the Feasibility Period. If Purchaser so terminates this Contract, all Earnest Money shall be immediately returned to Purchaser and this Contract shall be null and void. If Purchaser fails to terminate this Contract, this Contract shall continue in full force and effect.

6. **Conditions Precedent to Closing.** Each of the following is a precondition to Purchaser's obligation to perform under this Contract:

A. Seller shall deliver to Purchaser at Closing all documents and deliveries which Seller is required to deliver to Purchaser at Closing.

B. The information disclosed to Purchaser by Seller pursuant to Paragraph 12.A hereof shall not have a material adverse effect on the condition of title or the value of the Real Estate or Purchaser's liability with respect to such Real Estate.

C. Seller shall have complied with and performed all of Seller's covenants as provided in Paragraph 12 hereof.

D. Seller shall have complied with the disclosure requirements of Paragraphs 4 and 5 hereof.

E. Seller shall have executed and delivered to Purchaser a Use and Maintenance Agreement for Rail Spur in the form and substance of Exhibit B, attached hereto (the "Rail Spur Use and Maintenance Agreement").

7. **Pre-Closing Inspection.** Purchaser shall conduct an inspection of the Real Estate for the purpose of satisfying Purchaser that the condition of the Real Estate is the same as on the date of this Contract, ordinary wear and tear excepted. The inspection conducted pursuant to this Paragraph 7 shall be made at the latest reasonable time before the Closing Date (as defined in Section 9 below).

8. **Prorations and Credits.**

A. Purchaser shall receive no credit for proration of real estate taxes or other items.

B. State and County transfer taxes shall be paid by Seller. Any municipal transfer tax shall be paid by the party upon whom the municipal ordinance places the burden for payment.

C. Purchaser shall pay for the costs of the Title Commitment, the Title Policy and Purchaser's legal fees. Seller shall pay for its own legal fees. Purchaser shall pay all other costs of closing and all costs in connection with Purchaser's inspections and application for Zoning Approvals, including the cost of the Survey.

9. **Closing.**

A. The consummation of the transactions described in this Contract (the "Closing") shall occur on the date that is thirty (30) days after the expiration of the Feasibility Period, or such earlier date as the parties may agree in writing (the "Closing Date"), at such location and at such time as Seller and Purchaser shall agree. If such date is not a business day, the Closing day shall be the next business day.

B. At the Closing, Seller shall deliver or cause to be delivered to Purchaser or Purchaser's nominee the following:

1. A Corporate Warranty Deed (the "Warranty Deed") with release of home-
stead rights, if any, duly executed and acknowledged and in form suitable for recording,
conveying good and merchantable title to the Real Estate to Purchaser free of all liens,
covenants, conditions and restrictions of record except for Permitted Exceptions.

2. An affidavit of title, appropriately executed and acknowledged by Seller,
stating that:

a. Within 4 months preceding the Closing Date no improvements or
repairs have been made by Seller or Seller's agents in or to the Real Estate, nor any
work done, which have not been fully paid for, no materials have been furnished or
delivered to the Real Estate which have not been fully paid for, no contract has been
made or entered into and nothing has been done, suffered, or permitted in relation
to the Real Estate the consequence of which will cause any lien or claim of lien to
be made against the Real Estate under the Mechanics Lien Act of the State of
Illinois.

b. No person or entity has a right or claim of right to occupy or be
possessed of the Real Estate or any part or parts thereof other than Seller.

3. Such documents as Purchaser reasonably requests for the purpose of pre-
paring a 1099-B report of sale.

4. Transfer tax declarations for the State of Illinois, County of Rock Island,
and City of Rock Island.

5. An ALTA statement in duplicate and all other documents required by the
Title Company to issue an owner's policy of title insurance conforming to the requirements
of this Contract.

All costs of furnishing the above documents shall be paid by Purchaser (provided,
Purchaser shall not be responsible for any attorney's fees incurred by Seller in connection
with the preparation or review of any documents or the Closing of the transactions
contemplated hereby).

C. At the Closing, Purchaser shall deliver or cause to be delivered to Seller by wire
transfer of immediately available funds, or a certified check, cashier's check or title company

check, in the amount of the Purchase Price, subject to credits for prorations, credits, earnest money, and adjustments as herein provided.

D. Seller and Purchaser shall jointly prepare a Closing Statement reciting the Purchase Price and all credits, prorations and adjustments thereto.

10. **Possession**. Seller shall deliver possession of the Real Estate to Purchaser at Closing. Any property left on the Real Estate by Seller at Closing shall be deemed abandoned and, at Purchaser's election, shall be sold, discarded or retained by Purchaser. Purchaser shall be entitled to keep all proceeds of sale, if any, from any such property sold.

11. **Seller's Representations and Warranties**. Seller hereby represents and warrants to Purchaser that all of the following are true and correct on and as of the date hereof, shall continue to be true and correct as of the Closing Date, and shall survive the Closing and delivery of the Warranty Deed:

- (a) **Authority**. Seller has complete power and authority to sell, transfer and convey the Real Estate to Purchaser, and that person (or those persons) signing below on behalf of Seller personally warrant that they have the authority to act as Seller's agent or agents in the sale, transfer and conveyance of the Real Estate to Purchaser.
- (b) **Good Title**. Seller has, and will have, as of the Closing Date, good and marketable title to the Real Estate.
- (c) **Litigation, Court Orders**. There are no legal actions, condemnation proceedings, suits or other legal administrative proceedings, pending or to the best of Seller's knowledge, threatened against the Real Estate, and there are no governmental agency or court orders requiring repairs, alterations or corrections of any existing conditions on the Real Estate.
- (d) **No Commitment to Governmental Authority**. Except for any applicable zoning restrictions, Seller has made no commitment to any governmental authority, utility body, neighborhood association or other organization, group or individual relating to the Real Estate which would impose an obligation upon Purchaser to in-stall or maintain any improvements of a public or private nature on or off the Real Estate, or which would limit or adversely affect the permitted uses of the Real Estate. Seller is not aware of any pending or threatened change in the zoning classification of the Real Estate.
- (e) **Special Assessments**. There are no current special assessments with respect to the Real Estate and, to the best of Seller's knowledge, there are no planned or commenced public improvements which may result in special assessments or which may otherwise directly and materially affect the Real Estate.
- (f) **No Prior Right to Purchase**. No person or other entity has any option, right of first refusal or similar right to purchase all or any portion of the Real Estate.

- (g) No Adverse Possessors. There are no parties in possession of any portion of the Real Estate whether as tenants under leases, tenants at sufferance or trespassers. There are no leases of all or any portion of the Real Estate to any person or entity.
- (h) Ingress and Egress. To the best of Seller's knowledge all means of ingress and egress from the Real Estate have been constructed and are presently being used in compliance with the regulations and requirements of all government authorities having jurisdiction.
- (i) No Outstanding Orders Regarding Utilities. To the best of Seller's knowledge no alterations, repairs, improvements or other work have been ordered or directed to be done or performed to or in respect of the Real Estate or any part thereof or to the sewage containment and disposal system, if any, well, plumbing, heating, sewer (storm and/or sanitary), if any, water, electrical or other mechanical systems comprising part thereof, by any court or municipal, state or other competent authority which has not been complied with to the satisfaction of such authority.
- (j) No Outstanding Orders Regarding Condemnation; Compliance with Building and Use Restrictions. No notice or order has been received or remains outstanding from any municipal, state or other statutory authority or board of fire underwriters or court advising of any defects in construction of the Real Estate or any installations therein, or relating to noncompliance with any building restrictions, zoning ordinance or other regulation or ordinance or relating to any threatened or impending condemnation or expropriation; and no such defect or noncompliance exists.
- (k) No Encroachments. To the best of Seller's knowledge, all buildings and other improvements upon the Real Estate are within the boundary line of the Real Estate, are within any setback lines applicable to the Real Estate and do not encroach on any area which is the subject of an easement; and there are no encroachments upon the Real Estate except for existing easements and as otherwise described herein.
- (l) Deferred Brokerage Commissions. There are no commissions or other compensations payable by Seller now or in the future to any real estate broker, agent, collector or any other person in connection with the sale of the Real Estate except as provided herein.
- (m) Unpaid Bills. To the best of Seller's knowledge, there shall be on the Closing Date no unpaid bills or claims in connection with the construction of, or any repair to, the improvements on the Land. Seller hereby covenants and agrees that it shall promptly pay all bills and claims for services rendered for any period prior to the Closing Date when due, and that it shall indemnify and hold Purchaser harmless from any and all loss or damages resulting from Seller's failure to pay such bills and claims when due.
- (n) Environmental Claims. Seller has no notice or knowledge of (A) any orders from or agreements with any governmental authority or private party or any judicial or

administrative proceedings or investigations, whether pending or threatened, respecting any environmental, health or safety requirements under federal, state or local laws or regulations relating to the Real Estate, or the existence of any condition giving rise to the same, or (B) any pending, asserted or threatened claims or matters involving material liabilities, obligations or costs arising from the existence, release or threatened or alleged release of any Hazardous Substances at, on or beneath the Real Estate, or the existence of any condition giving rise to such claims or matters.

- (o) Compliance with Environmental Law. To the best of Seller's knowledge, Seller has operated the Real Estate in accordance with all Environmental Laws. To the best of Seller's knowledge, no Hazardous Substances have been treated, recycled, transported, permanently stored or permanently disposed of (intentionally or unintentionally) on, under or at the Real Estate. To the best of Seller's knowledge, the Real Estate has never appeared on any federal or state registry of active or inactive hazardous waste sites. To the best of Seller's knowledge there has been no release or threatened release of any Hazardous Substances from, at or to the Real Estate. To the best of Seller's knowledge there have not been nor are there now any Hazardous Substances present on, at, in, upon or migrating to or from the Real Estate.

For purposes of paragraphs (n) and (o) above, the term Environmental Laws shall mean any past or present international, federal, state or local statute, law, regulation, order, consent, decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention, ordinance or other requirement relating to public health, safety or the environment, including, without limitation, those relating to releases, discharges or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use and handling of polychlorinated bi-phenyls or asbestos, to the disposal, treatment, storage or management of hazardous or solid waste, Hazardous Substances or crude oil or any fraction thereof, to exposure to toxic or hazardous materials, or to the handling, transportation, discharge or release of gaseous or liquid Hazardous Substances and any regulation, order, notice or demand issued pursuant to such law, statute or ordinance, in each case applicable to the Real Estate, if any, including without limitation the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, the Hazardous Materials Transportation Act, as amended, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1976, the Safe Drinking Water Act, the Clean Air Act, as amended, the Toxic Substances Control Act of 1976, the Occupational Safety and Health Act of 1977, as amended, the Emergency Planning and Community Right-to-Know Act of 1986, the National Environmental Policy Act of 1975, the Oil Pollution Act of 1990 and any similar or implementing state law, and any state statute and all rules and regulations promulgated thereunder.

For purposes of paragraphs (n) and (o) above, the term Hazardous Substances shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant which is regulated under any statute, law, ordinance, rule or regulation of any local, state, regional or Federal authority having jurisdiction over the Real Estate or its use, including, but not limited to, any material, substance or waste which is (i) defined as a hazardous substance or hazardous waste under any Environmental Laws; (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products; (iii) polychlorinated biphenols; (iv) lead; (v) mold; (vi) urea formaldehyde; (vii) asbestos or asbestos containing material; (viii) flammable explosives; (ix) infectious materials; (x) radioactive materials; (xi) pesticides or (xii) defined or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any Environmental Laws.

As used herein, Seller's "knowledge" shall mean that information of which Seller is actually aware.

- (p) Compliance with Applicable Laws. To the best of Seller's knowledge, the Real Estate is in compliance with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, rules, regulations, authorizations and requirements of all governmental authorities having jurisdiction thereof.

12. **Seller's Covenants.**

A. Seller shall give Purchaser prompt notice of the occurrence of any event or the receipt by Seller of any written notice or actual knowledge the effect of which would be to make a representation or warranty of Seller herein untrue or misleading if made on or immediately following the occurrence of such event or the receipt of such notice or actual knowledge.

B. Seller shall, while this Contract remains in force and effect, continue the ownership and operation of the Real Estate in its normal course.

C. Seller shall immediately notify Purchaser in writing of the occurrence of any enforcement, cleanup, removal, or other governmental or regulatory action instituted, contemplated, or threatened pursuant to any statute, law, ordinance, regulation, or order of court governing or with respect to Hazardous Materials and of any claim made or threatened by any third party against Seller or the Real Estate relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials.

D. Seller shall agree to maintain the Rail Spur at all times after the Closing as set forth in the Rail Spur Use and Maintenance Agreement.

13. **Retention of Right of Way Easement.**

A. Seller reserves upon itself the existing drainage and utilities easements dedicated for the City of Rock Island and public facilities franchise to do business within the City of Rock Island, as indicated on the plat and marked drainage and utility easement, as shown in Plat Book

47, Page 117, dated June 1st 1998, and Recorded June 05, 1992, as Document Number 98-15569 in the Rock Island County Recorder of Deeds, Rock Island, Illinois.

B. Seller also reserves upon itself Parcel Four, legally described in Trustee's Deed from the First of America Trust Company to the City of Rock Island, dated April 25, 1991, recorded April 29, 1991, as Document Number 91-07166 in the Rock Island County Recorder of Deeds, State of Illinois.

14. **Casualty; Condemnation.**

A. A fire or other casualty which damages or destroys the Building or other Improvements or which otherwise damages or adversely affects the Real Estate shall not terminate this Contract unless Purchaser so elects as herein provided. Seller shall promptly notify Purchaser in writing of the nature of the casualty, the amount of insurance coverage, and the anticipated loss adjustment. Seller shall further promptly notify Purchaser in writing of the amount of the award which the insurer will pay in respect of such loss. If Purchaser so elects, the Closing shall be postponed pending Seller's receipt of such information so that Purchaser may preserve the right of termination herein provided. In the event of such casualty, the insurance proceeds in respect of such loss shall be applied in payment of part or all of the Purchase Price. If the insurance proceeds exceed that portion of the Purchase Price payable by Purchaser to Seller at Closing, then such excess shall be paid to Purchaser by Seller at Closing or as soon thereafter as the proceeds are received by Seller. Purchaser may elect to terminate this Contract by giving written notice thereof to the other at any time after such casualty and prior to 7 days after receipt of Seller's written notice stating the amount of the award which the insurer will pay in respect of such loss.

B. If Seller is notified by any governmental agency or authority that the Real Estate, or any part or parts thereof, will be condemned or otherwise taken under power of eminent domain, or if Seller learns that a condemnation or taking is contemplated by any governmental agency or authority, then Seller shall promptly give Purchaser written notice thereof including, with or in such written notice, a copy of the notice received by Seller or a description of the information learned by Seller. Within 21 days after Seller gives such notice to Purchaser, Purchaser shall, by written notice to the Seller, elect either to rescind this Contract or to perform notwithstanding such condemnation or taking. If Purchaser elects to perform notwithstanding such condemnation or taking, then Purchaser shall be entitled to all proceeds paid by the applicable governmental agencies or authorities in respect thereof.

15. **Brokers.** The parties hereto agree to protect, indemnify, and defend each other against, and hold each other harmless from, any claim for any commission, finder's fee, or any other fee or payment which may be demanded by any person making a claim therefore as a result of agreements or representations made by such party and which contradict the representations and warranties given herein.

16. **Rights Upon Default.**

A. If Purchaser shall be in material default hereunder before Closing but after the expiration of the Feasibility Period then, as Seller's sole remedy, Seller may terminate this Contract.

B. If Seller shall be in material default hereunder before Closing, then Purchaser may (i) rescind this Contract or (ii) enforce this Contract by specific performance.

C. Tender of the deed, bill of sale, or other document or documents of conveyance, or Purchase Price, as provided herein, shall be excused when there has been a material default by the other party.

17. **Post-Closing Cooperation.** The parties hereto agree that, after the Closing, they will at all times use their best efforts to cooperate with each other to effectuate the spirit and intent of this Contract including, without limiting the generality of the foregoing, the execution by Seller of documents reasonably requested by Purchaser or Purchaser's nominee to cause or complete the conveyance to Purchaser or Purchaser's nominee of title or the assignment of the exclusive right to use and occupy the Real Estate and other property to be conveyed to Purchaser hereunder.

18. **Notices.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person, e-mail, by federal express, by telecopier or by registered or certified mail with postage prepaid to the following addresses, or to such other addresses as either party may subsequently designate:

If to Seller:	City of Rock Island 1528 Third Avenue Rock Island, IL 61201 Attn: City Clerk
Sellers Attorney:	Leslie M. Day City of Rock Island, City Attorney 1528 Third Avenue Rock Island, IL 61201
If to Purchaser:	Steel Processing Center LLC 2722 West Tucker Drive South Bend, Indiana 46619-4222 Steel Processing Center Attn: Gerald F. Lerman
Purchasers Attorney:	Michael A. Cramarosso Taft Stettinius & Hollister LLP 111 E. Wacker Drive, Suite 2600 Chicago, Illinois 60601

For purposes of this Contract, all notices, demands, deliveries or other communications required hereunder shall be deemed received on the date of delivery if by person, the next business day if by Federal Express, upon printed confirmation of transmission if by telecopier, or in the case of mailing three (3) days after deposit in the mails.

19. Time for Performance; Counterparts; Entire Agreement; Partial Invalidity; Interpretation; Amendments; Time of the Essence; Binding on Successors and Assigns; Survival.

A. If under the terms hereof the performance of any act will or is required to occur on a Saturday, Sunday, or a holiday recognized in Illinois as a day on which banking institutions are generally not open for business, then the performance of such act shall be made on the next day which is not a Saturday, Sunday, or holiday recognized in Illinois as a day on which banking institutions are generally not open for business.

B. This Contract may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Contract must be produced or exhibited, be the Contract, but all such counterparts shall constitute one and the same agreement.

C. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, discussions, negotiations and representations, if any, with respect thereto.

D. The invalidity or unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions hereof.

E. The use of paragraph headings and of singular or plural, masculine, feminine or neuter nouns and pronouns is for convenience only and shall not affect the construction to be given any of the provisions hereof. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois.

F. This Contract may not be modified, terminated, or amended nor any of its provisions waived except by a written instrument signed by the parties.

G. Time is of the essence of this Contract.

H. This Contract shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the parties hereto. Purchaser shall have the right to assign this Contract to an affiliate of Purchaser.

I. This Contract and the representations, warranties, covenants and indemnification obligations contained herein shall survive the Closing and shall not be deemed merged into any document of conveyance.

J. Each party hereto (the "Initiator") will have the right to request that the other party (the "Accommodator") close this transaction pursuant to a tax deferred plan of exchange (the "Exchange") in accordance with Section 1031 of the Internal Revenue Code (the "Code"). The Accommodator will execute any documents and take any acts reasonably required to assist with the Exchange (including through a qualified third-party intermediary), provided that: (a) the Accommodator will not be required to incur any liability or expense in connection with participation in the Exchange; (b) the Accommodator will not be required to hold or otherwise acquire title to any property other than the Property; (c) the Initiator does hereby indemnify and hold the Accommodator harmless for, from and against any and all liability, including but not

limited to costs and attorneys' fees, in any way arising from the Accommodator's participation in the Exchange (with the foregoing to survive the Closing and completion of the Exchange); (d) the Accommodator makes no representation or warranty to the Initiator that the Exchange will qualify for tax deferred or other tax treatment, whether pursuant to the Code or otherwise; and (e) the Initiator will provide the Accommodator with reasonable advance notice of the Initiator's desire to enter into the Exchange and all acts and documents requested of or to be executed by the Accommodator in connection with the Exchange.

K. If either party hereto is delayed or prevented from the performance of any act required hereunder or the satisfaction of any condition contained herein by reason of an act of God, strike, lockout, inability to procure materials, adverse weather, delay by the other party, or other cause beyond the control of the party obligated to perform, including but not limited to travel restrictions, cessation or suspension of services (including, without limitation, services rendered by a recording office, title company or delivery service), internal corporate policies or policies, rules, regulations or laws implemented by any governmental or quasi-governmental authority or industry, or the halting of commerce and the transaction of business regionally, nationally or within an industry, in each case as a result of any actual or threatened health emergency, epidemic, pandemic, quarantine, or other health risk, including, without limitation, health risks declared or recognized by the Centers for Disease Control, the World Health Organization, or any public health department, or other force majeure event, and which such event actually causes delay for either Purchaser or Seller, as applicable, in the performance of their obligations hereunder, then upon notice to the other party given, the period for the performance of such act or the satisfaction of such condition shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall make good faith efforts to remedy the cause of delay and to resume performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the first date written above.

PURCHASER:

Steel Processing Center LLC

By: Gail P. Iman
Its: Manager

SELLER:

City of Rock Island

By: _____
Its: City Manager

EXHIBIT A

Legal Description of Land and P.I.N.

Permanent Index Number: 1629203013
1629201001

PARCEL ONE: Lot Number Seventeen (17) in the Rock Island Industrial Park, being a Subdivision of Part of the Northeast Quarter of Section 29, Part of the Northwest Quarter of Section 28, all in Township 17 North, Range 2 West of the 4th P.M., County of Rock Island and State of Illinois.

PARCEL TWO: Also, that Part of the West One Half (W 1/2) of Said Northeast Quarter (NE 1/4) of Section 29, described as follows, to-wit:

Commencing at the Northeast Corner of the West One Half (W 1/2) of said Northeast Quarter (NE1/4); Thence South 02°24'38" East along the line of said West One Half (W 1/2), Thirty-four and Fifty-One-Hundredths (34.50) feet, to the South Right-of-Way line of Illinois Route No. 92, being the point of beginning;

Thence continuing South 02°24'38" East along said East Line One Hundred Eighty-Four and Fifty-Two One-Hundredths (184.52) Feet, to the Northerly Line of the Chicago, Rock Island and Pacific Railroad; thence along the Arc of a circle concave to the Southeast, being also the said Northerly line, Forty-Seven and Ninety-Nine One-Hundredths (47.99) Feet, having a chord bearing South 67°13'25" West, Forty-Seven and Ninety-Nine One-Hundredths (47.99) Feet; Thence North 02°24'38" West, Parallel with the East Line of said West One Half (W 1/2), Two Hundred Two and Twenty-Five One-Hundredths (202.25) Feet, to the South Right-of-Way Line of Illinois Route No. 92; Thence East along the South Right-of-Way Line of Illinois Route No. 92; Thence East along the South Right-of-Way Line of said Illinois Route No. 92, Forty-Five (45.00) Feet to the Point of Beginning. All Situated in the County of Rock Island and State of Illinois.

PARCEL THREE: Together with an Easement for Ingress and Egress over the Area Designated "Reserved for Future Street Purposes" Being the West Forty (40) Feet of Lot Eleven (11) in Rock Island Industrial Park, Subject to said Reservation for Future Street Purposes.

Grantor reserves upon itself the existing drainage and utilities easements dedicated for the City of Rock Island and public facilities franchise to do business within the City of Rock Island, as indicated on the plat and marked drainage and utility easement, as shown in Plat Book 47, Page 117, dated June 1st 1998, and Recorded June 05, 1992, as Document Number 98-15569 in the Rock Island County Recorder of Deeds, Rock Island, Illinois.

AND EXCEPTING THEREFROM:

PARCEL FOUR:

Together with the Right to Cross the Railroad Right-of-Way of the Following Described Portion Thereof, To-Wit:

Part of the West One-Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-Nine (29), Township Seventeen (17) North Range 2 West of the Fourth Principal Meridian County of Rock Island, State of Illinois, being more particularly described as follows, to-wit:

Commencing at the Northeast Corner of the West One Half (W 1/2) of said Northeast Quarter (NE 1/4); Thence South 02°24'38" East along the East line of said West One Half (W 1/2), Two Hundred Nineteen and Two One-Hundredths (219.02) Feet, to the Northerly Right-of-Way Line to the Chicago Rock Island and Pacific Railroad to the Place of Beginning; all in County of Rock Island, State of Illinois.

EXHIBIT B

Rail Spur Use and Maintenance Agreement

**Prepared by, and after recording
return to:**

Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2600
Chicago, Illinois 60601
Attn.: Michael A. Cramarosso, Esq.

This space reserved for Recorder's use only.

RAIL SPUR USE AND MAINTENANCE AGREEMENT

This RAIL SPUR USE AND MAINTENANCE AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2023 (the "Effective Date"), by and between _____, a(n) _____ ("Owner") and the CITY OF ROCK ISLAND, ILLINOIS (the "City"). Owner and the City are each a "Party" and collectively, the "Parties."

Recitals

A. Simultaneously with the execution of this Agreement, Owner acquired from the City that certain real property located in the City of Rock Island, County of Rock Island, and State of Illinois identified as Permanent Index Number 1629201001, legally described on **Exhibit A**, attached hereto and made a part hereof (the "Owner Property").

B. The Owner Property contains a rail spur and associated improvements (collectively, the "Rail Spur") that serves, in addition to certain other property, the Owner Property and that certain property located south of and adjacent to the Owner Property (the "Adjacent Property"), which Adjacent Property is commonly known as 4305 81st Avenue West in the City of Rock Island, County of Rock Island, and State of Illinois, is identified as Permanent Index Number 1629201002, and is legally described on **Exhibit B**, attached hereto and made a part hereof.

C. In connection with Owner's acquisition of the Owner Property from the City, the Parties have agreed for the City to (i) remain responsible for the maintenance, repair, and replacement of the Rail Spur, and (ii) provide Owner, the owner of the Adjacent Property (the "Adjacent Property Owner"), their respective tenants, if any, and their respective employees, agents, contractors, subcontractors, vendors, and invitees (collectively, the "Usage Parties") with continued access and use of the Rail Spur, and the Parties desire to document such agreement herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference.
2. Maintenance. From and after the Effective Date, the City, at its sole expense, shall at all times be responsible for any maintenance, repair, and replacement of the Rail Spur necessary from time to time to keep the Rail Spur in good and safe condition and for the usage of the Rail Spur by the Usage Parties. All maintenance, repair, and replacement work shall be performed in a good and workmanlike manner, in accordance with industry standards and applicable laws, ordinances, and regulations, and completed promptly and with due diligence so as to limit any disturbance to the business operations of the Usage Parties associated with the use of the Rail Spur. Any closures of the Rail Spur for maintenance, repair, and/or replacement shall be temporary and as brief as is reasonably possible. The City shall provide at least thirty (30) days' notice of any intended closures of the Rail Spur to Owner and Adjacent Property Owner, shall coordinate with Owner and Adjacent Property Owner on the timing of any such closures so as to limit the impact on the business operations of the Usage Parties, and, whenever possible, shall only close one track of the Rail Spur to rail traffic at a time. The City shall obtain all governmental permits, authorizations, orders, and approvals necessary for the maintenance and use of the Rail Spur and shall inspect the Rail Spur in regular intervals sufficient to ensure its good and safe condition. The City shall not be responsible for the maintenance, repair, or replacement of any crossings, scales, signals, walkways or other rail appurtenances and structures that Owner may install after the Effective Date, but shall be responsible for the maintenance, repair, and replacement of all such rail appurtenances and structures that are installed as of the Effective Date. The City's duty of maintenance pursuant to this Agreement shall terminate if rail activity permanently ceases on the Rail Spur.

The Owner shall be responsible for routine mowing and/or snow removal around the portions of the Rail Spur located on the Owner Property, as reasonably necessary for the use of the Rail Spur.

3. Easement. Owner hereby grants and conveys to the City, its successors, and its permitted assigns, a non-exclusive easement (the "Easement") over and across the portion of the land owned by Owner and containing a part of the Rail Spur (the "Easement Area") to enter upon and access the same for the specific purposes specified in Paragraph 2 of this Agreement. Upon the termination of the City's duty of maintenance pursuant to Paragraph 2 of this Agreement, the Easement shall terminate.

4. Use. The City acknowledges that nothing herein shall serve to restrict or limit the right of the Usage Parties to access and use the Rail Spur and the City acknowledges such right of access and use by the Usage Parties.

5. Nature; Covenants Running with the Land. The rights and obligations created hereby with respect to the Owner Property, including the Easement granted herein, shall be appurtenant to and shall run with the title to the Owner Property, and shall be binding upon, inure to the benefit and burden of, and be enforceable by the Parties and their respective heirs, successors and assigns. The rights created hereby with respect to the Adjacent Property shall be appurtenant to and shall run with the title to the Adjacent Property, and shall inure to the benefit of, and be enforceable by, Adjacent Property Owner and its successors and assigns.

6. Indemnification. The City agrees to indemnify, defend, and hold harmless Owner and Owner's parents, subsidiaries, affiliates, officers, agents, owners, managers, employees, contractors, subcontractors, vendors, and invitees from any and all liability, claims, demands, actions, causes of action, loss, liability, property damage, environmental claims, injury or death to any person, damage, or cost, including court costs and reasonable attorney fees, in any way arising out of or due to the negligent acts, omissions or intentional misconduct of the City and/or the City's employees, agents, contractors, subcontractors, and/or vendors in connection with this Agreement.

Owner agrees to indemnify, defend and hold harmless the City from any and all liability, claims, demands, actions, causes of action, loss, liability, property damage, environmental claims, injury or death to any person, damage or cost, including court costs and reasonable attorney fees, directly caused by the negligent acts, omissions or intentional misconduct of Owner and/or Owner's affiliates, employees, and/or agents in connection with this Agreement. This Paragraph 6 shall survive any termination of this Agreement.

7. Access and Cooperation; Reservation of Rights. The City shall cooperate with Owner in providing access to the Owner for any reasonable and necessary repair and maintenance of the Owner Property located within or only accessible from the Easement Area. Notwithstanding the foregoing, Owner reserves the right to use the Easement Area for any and all purposes; provided, however, that Owner's use may not unreasonably interfere with the City's rights to use the Easement Area as provided herein.

8. Inspection and Notification of Maintenance Issues. The City shall annually inspect the Rail Spur for any necessary maintenance, repair, and replacement obligations. The Owner and/or Adjacent Property Owner shall notify the City of any maintenance and/or replacement issues upon discovery of such issue, and in no event, less than ten (10) business days after discovery of any maintenance, repair, or replacement issues; provided, however, if such maintenance, repair and/or replacement issues shall reasonably be deemed to constitute an emergency, the Owner and/or Adjacent Property Owner shall provide such notice within two (2) business days of discovery of such maintenance, repair or replacement issues.

9. Default and Remedies. In the event the City fails to perform its maintenance, repair, or replacement obligations under Paragraph 2 above and Owner and/or Adjacent Property Owner, after giving written notice to the City and a sixty (60) day time period to cure, which time period to cure can be extended for additional thirty (30) day periods upon written mutual consent of the City, Owner, and Adjacent Property Owner, undertakes maintenance, repair, and/or replacement of the Rail Spur on its own, the City shall reimburse Owner and/or Adjacent Property Owner, as applicable, for all costs and expenses actually incurred by such party in connection with such

maintenance, repair, and/or replacement work within thirty (30) days of receipt of documentation reasonably substantiating such costs and expenses.

Notwithstanding the foregoing, so long as the City is in regular communication with the Owner and Adjacent Property Owner, and the City begins making a good faith effort to effectuate any maintenance, repair, or replacement, efforts within the sixty (60) day period to cure, and if any delay is caused by the prevailing economic, supply, labor conditions, and council authorization existing at such time as the notice from the Owner is given, the City will not be in default of this Agreement; provided, however, if such maintenance, repair or replacement efforts are not completed within such sixty (60) days period, Owner shall have the right to complete such maintenance, repair and replacement and to be reimbursed for its actual costs thereof.

In the event there is a disagreement regarding the good faith efforts of the City to cure any defect, or as to the cost of any reasonable expenses incurred by the Owner and/or Adjacent Property Owner to remedy such defects, the parties shall submit the matter to a fact finder or through dispute resolution.

This Paragraph 9 shall survive any termination of this Agreement, but only as to reimbursement of needed maintenance, repair or replacement items that the City had knowledge of prior to the termination of the Agreement.

10. Miscellaneous.

- (a) *Notices.* All notices, requests, demands or communications hereunder shall be in writing and shall be delivered by (i) personal delivery, or (ii) reputable overnight delivery service with proof of delivery and addressed as follows:

If to Owner:

c/o Steel Processing Center LLC
2722 West Tucker Drive
South Bend, Indiana 46619-4222
Attn: Gerald F. Lerman

If to the City:

City of Rock Island
c/o Legal Department
1528 3rd Avenue
Rock Island, IL 61201

If to Adjacent Property Owner:

Steel Processing Center LLC
2722 West Tucker Drive
South Bend, Indiana 46619-4222
Attn: Gerald F. Lerman

All notices shall be deemed given one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery. Either Party may change its address for the service of notice by giving written notice of such change to the other Party, in any manner above specified.

- (b) *Estoppel Certificates.* From time to time, upon not less than 10 days prior written request from Owner, Owner's lenders or creditors, or any other party which Owner has or intends to grant an interest in the Owner Property, the City shall execute, acknowledge, and deliver to such requesting party a written statement certifying that this Agreement is in full force and effect, without modification (or if there has been modification, that the same is in full force and effect as modified and specifying the modifications), stating whether or not there exists any default by either party in the performance of any covenant, term, provision, or condition contained herein, and if so, specifying the nature of such default, and addressing such other matters as may be reasonably requested by the requesting party.
- (c) *Modification and Amendment.* Any change or amendment to this Agreement shall be effective only if it is in writing and signed by Owner, Adjacent Property Owner, and the City and/or their respective successors or assigns.
- (d) *No Assignment by the City.* The City may not assign its rights and obligations under this Agreement without the prior written consent of Owner and Adjacent Property Owner in their sole discretion.
- (e) *No Dedication.* Nothing contained in this Agreement is intended nor shall it be construed as a dedication of the Easement Area, or any part thereof, to public use or to grant or create any rights in, to or for the benefit of the general public or any governmental authority or any owner or occupant of any property adjoining or near the Easement Area except as expressly provided herein.
- (f) *No Waiver.* The failure of Owner or Adjacent Property Owner to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that Owner or Adjacent Property Owner may have hereunder or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants, or conditions.
- (g) *Governing Law, Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Parties agree that venue for any lawsuits attributed to the enforcement of this Agreement, shall be in the Fourteenth Judicial Circuit, Rock Island County, Illinois.
- (h) *Severability.* If any provision of this Agreement or application thereof to any entity, person, or circumstance is determined to be invalid or unenforceable to any extent by a court exercising proper jurisdiction over this Agreement, such determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by applicable law.

- (i) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed a valid and binding original, and all of which when taken together shall constitute one and the same Agreement.
- (j) *Entire Agreement.* This Agreement contains the complete and entire understanding of the Parties hereto with respect to the subject matter contained herein. Any and all prior representations, negotiations, and understandings of the Parties with respect to the subject matter of this Agreement are superseded by the terms and conditions contained herein and shall have no further force or effect.

[Remainder of page intentionally blank; Signatures to follow.]

EXHIBIT A

LEGAL DESCRIPTION OF THE OWNER PROPERTY

LOT NUMBER SEVENTEEN (17) IN THE ROCK ISLAND INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29 AND PART OF THE NORTHWEST QUARTER OF SECTION 28, ALL IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE 4TH P.M., COUNTY OF ROCK ISLAND AND STATE OF ILLINOIS.

Permanent Index Number: 1629201001

EXHIBIT B

LEGAL DESCRIPTION OF THE ADJACENT PROPERTY

Commonly known as: 4305 81st Avenue West, Rock Island, Illinois

Permanent Index Number: 1629201002

Memorandum



To: Rock Island City Council
From: Leslie Day, City Attorney
Subject: Report from the City Attorney regarding repeal of Chapter 3 Alcoholic Liquor of the City of Rock Island Code of Ordinances and adopting a new Chapter 3 Alcoholic Liquor Ordinance. (First Reading)

Motion: Motion whether or not to consider the ordinance.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

City Administration and Staff reviewed Chapter 3, Alcoholic Liquor, of the Rock Island Code of Ordinances and determined that the Chapter should be repealed in its entirety, and that the City should adopt a new Chapter 3 encompassing the same subject matter. The revisions to Chapter 3 were made to better align with state law and city objectives. The City Attorney took into consideration recommendations made by City staff, Administration, and elected officials in drafting the new Chapter 3 for Council's approval.

The modifications to Chapter 3 include, but are not limited to, the following:

1. Eliminating the five member local liquor control commission, and vesting all powers back to the Mayor, as the Local Liquor Commissioner. This will allow for flexibility in scheduling hearings on an as-needed basis, and will reduce some Open Meeting Act concerns;
2. Modifying ineligibility requirements so that ineligibility is more in line with State law;
3. Requiring all licensed establishments to be in good standing with the City;
4. Making sure that the language of the Chapter is in line with the City Zoning requirements;
5. Eliminating the signature requirement and putting forth a new mechanism for alerting nearby property owners about new liquor establishments near their properties;
6. Modifying the current Classes and Options available to licensees;
7. Allowing for the current moratorium to expire, and enacting a cap on licenses for Class A - E license holders;
8. Updating the fee schedule for Classes and Options;
9. Allowing for a hearing procedure for any denials or non-renewal of licenses, and making changes to the administrative hearings before the Local Liquor Control Commissioner; and
10. Enacting public safety measures for extended hours options, including camera and ID

scanner requirements.

Previous Council Action (if any):

The updated Chapter 3 will repeal all prior Council actions, and enact a new Chapter 3 to be placed in the Rock Island Code of Ordinances. The Moratorium that is currently in place will expire on March 31, 2024.

Budget Impact:

The updated fee schedule will increase revenue by a nominal amount.

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 City Attorney recommends that Council consider enacting the new Chapter 3, Alcoholic Liquor, in its entirety.

Submitted by: Samantha Gange, City Clerk

Approved by: Colleen Skolrood, Executive Assistant

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, “ALCOHOLIC LIQUOR,” OF THE ROCK ISLAND CODE OF ORDINANCES, BY REPEALING CHAPTER 3 IN ITS ENTIRETY AND ENACTING A NEW CHAPTER 3.

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,” of the Rock Island Code of Ordinances is amended by repealing Chapter 3 in its entirety and enacting a new Chapter 3, as attached to this Ordinance;

Section 2. Repeal of Conflicting Provisions. All ordinances, resolutions, and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 3 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 4. 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: _____

APPROVED: _____

ATTEST: _____
CITY CLERK

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 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 Local Liquor Control Commissioner 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) zoning district, 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, may, in his 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 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: Mike Bartels, Director

Subject: Report from the Public Works Department regarding adoption of the Motor Fuel Tax Resolution authorizing \$413,760.00 for street maintenance in 2024.

Motion: Motion whether or not to adopt the resolution as recommended.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

Attached is a copy of a proposed resolution appropriating \$413,760.00 of Motor Fuel Tax funds for street maintenance in 2024.

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 the attached resolution be adopted.

Submitted by: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant



Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Municipality

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
Rock Island	Rock Island	24-00000-00-GM	01/01/24	12/31/24

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Bulk Rock Salt	I	No	Joint Purchasing CMS	Ton	3,000	\$87.92	\$263,760.00	
Asphalt Mill and Fill	IV		Outside Contractor					\$150,000.00
Total Operation Cost								\$150,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$263,760.00			\$263,760.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$150,000.00			\$150,000.00
Maintenance Total	\$413,760.00			\$413,760.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$413,760.00			\$413,760.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

[Signature] 1/11/24

Title

MSD Superintendent

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type

Local Public Agency		County	Section	Maintenance Period	
				Beginning	Ending
Rock Island		Rock Island	24-00000-00-GM	01/01/24	12/31/24

IDOT Department Use Only

Received Location Received Date Additional Location?

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WMFT Entry By Entry Date

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District	County	Resolution Number	Resolution Type	Section Number
2	Rock Island		Original	24-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Rock Island Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
Dollars (\$413,760.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/24 to 12/31/24
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Rock Island
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Rock Island in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Rock Island at a meeting held on
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--

Memorandum



To: Rock Island City Council
From: Tarah Sipes, Economic Development Manager
Subject: Report from the Community & Economic Development Department requesting the Parkway/I-280 TIF Fund Surplus (Fund 204) 2023 in the amount of \$2,166,664.00 be declared as surplus and returned to the Rock Island County Treasurer for distribution.

Motion: Motion whether or not to approve the request as recommended.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

The City's current development agreement with Bally's Quad Cities Casino and Hotel in the Parkway/I-280 TIF required the City to rebate 75% of the TIF revenue generated by the property in 2023 back to Bally's Quad Cities. The remaining TIF revenue, less administrative expenses and projected development costs, is returned to Rock Island County as surplus. This year staff recommends approving a surplus of the remaining 2023 tax paid into the TIF as well as a previously retained amount in anticipation of future development. Since the agreement signed in 2023 uses only tax paid in the current year to reimburse development expenses, the previously retained amount is not necessary for development assistance purposes and should be sent back to the taxing bodies.

Previous Council Action (if any):

Rock Island City Council most recently approved a surplus from the Parkway/I-280 TIF in June of 2022.

Budget Impact:

This action will have no impact on the City's General Fund.

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

Council Goal (if applicable):

Recommendation:

Staff recommends that the City Council declare a surplus of funds in TIF 204 in the amount of \$2,166,664 and authorize the City's Interim Finance Director to return the fund surplus to the

Rock Island County Collector for distribution to the taxing bodies.

Submitted by: Tarah Sipes, Economic Development Manager

Approved by: Colleen Skolrood, Executive Assistant

Memorandum



To: Rock Island City Council
From: Tarah Sipes, Economic Development Manager
Subject: Report from the Community & Economic Development Department requesting Downtown TIF Fund (TIF 201) in the amount of \$285,481.25 be declared as surplus and returned to the Rock Island County Treasurer for distribution.

Motion: Motion whether or not to approve the request as recommended.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

In December of 2020, the Rock Island City Council passed a resolution allocating the final balance of the Downtown TIF to specific projects. Some of the projects originally included in the resolution have either not materialized or have proceeded without TIF funding assistance. Under the guidance of the City's TIF attorney, staff recommends that City Council declares a surplus of funds for those projects not moving forward and return the money to the taxing bodies.

Previous Council Action (if any):

In Resolution 034-2020 City Council allocated the Downtown TIF balance to a list of specific projects.

Budget Impact:

This action will not directly impact the City's general fund.

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

Council Goal (if applicable):

Recommendation:

Staff recommends that the City Council declare a surplus of funds in TIF 201 in the amount of \$285,481.25 and authorize the Interim Finance Director to return the fund surplus to the Rock Island County Collector for distribution.

Submitted by: Tarah Sipes, Economic Development Manager

Approved by: Colleen Skolrood, Executive Assistant

Memorandum



To: Rock Island City Council
From: Jessica Sager, Finance Manager
Subject: Report from the Finance Department requesting a budget carryover from CY 2023 in the amount of \$21,315.35.

Motion: Motion whether or not to approve the request as recommended.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

The Finance Department is requesting a budget carryover from CY 2023 in the amount of \$21,315.35. The requested budget adjustment is for the expenditure account outlined in the attached memo.

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:

City Council approve the budget adjustment increasing the Admin expense budget by \$21,315.35 for CY 2024.

Submitted by: Jessica Sager, Finance Manager

Approved by: Colleen Skolrood, Executive Assistant

**MEMORANDUM
FINANCE DEPARTMENT**

TO: Todd Thompson, City Manager
SUBJECT: Adjustment to the CY 2024 Budget

Number: 003-24
Date: 01/22/2024

The Finance Department is requesting a budget carryover from CY 2023 in the amount of \$21,315.35. The requested budget adjustment is for the expenditure account outlined below. A total of \$67,880.00 was budgeted in CY 2023 and this is the remaining amount left to be spent.

Account Number	Description	Type	Amount
101-122041-53103-6536297	Architectural Services - City Hall Remodel	Expense	\$21,315.35

Recommendation: City Council approve the budget adjustment increasing the Admin expense budget by \$21,315.35 for CY 2024.

Submitted by: Jessica Sager, Interim Finance Director/Finance Manager
Brian Smith, Budget & Grants Manager

Approved: Todd Thompson, City Manager

Memorandum



To: Rock Island City Council
From: Jessica Sager, Finance Manager
Subject: Report from the Finance Department regarding a budget adjustment in the amount of \$38,598.00 in the MLK Activity Fund (901).

Motion: Motion whether or not to approve the budget adjustment as recommended.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

The Martin Luther King Center is requesting a budget adjustment in the amount of \$38,598.00 for Green Lab grant funding from the Exelon Foundation. The grant funds will be used to purchase equipment for STEAM Lab programs at the King Center.

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:

Council approve the budget adjustment increasing the MLK Activity Fund (901) revenue and expense budget by \$38,598.00 for CY 2024.

Submitted by: Jessica Sager, Finance Manager

Approved by: Colleen Skolrood, Executive Assistant

**MEMORANDUM
FINANCE DEPARTMENT**

TO: Todd Thompson, City Manager
SUBJECT: Adjustment to the CY 2024 Budget

Number: 001-24
Date: 01/22/2024

The Martin Luther King Center is requesting a budget adjustment in the amount of \$38,598.00 for Green Lab grant funding from the Exelon Foundation. The grant funds will be used to purchase equipment for STEAM Lab programs at the King Center.

Account Number	Description	Type	Amount
901-000000-43301-0000327	Other Grants	Revenue	\$ 38,598.00
901-356921-52207-0000327	Supplies/Institutional	Expense	\$ 32,165.00
901-356921-54102-0000327	Grants Subcontracts	Expense	\$ 6,433.00

Recommendation: Council approve the budget adjustment increasing the MLK Activity Fund (901) revenue and expense budget by \$38,598.00 for CY 2024.

Submitted by: Jessica Sager, Interim Finance Director/Finance Manager

Approved: Todd Thompson, City Manager



Memorandum Martin Luther King Center

To: Jessica Sager, Interim Finance Director
Subject: Adjustment to the CY 2024 Budget
Date: January 12, 2024

An adjustment to the CY 2024 budget is requested by the Martin Luther King Center to address revenues and expenditures in the amount \$38,598 within Fund 901 to accommodate Green Lab grant funding from the Exelon Foundation.

The King Center will contract with STEAM on Wheels to teach after-school STEM enrichment programs at the Martin Luther King Center to provide at-risk students in Rock Island, Illinois, with crucial academic, social-emotional, and career-building skills to help them achieve success in school and careers. Green Lab Grant funding further develops this partnership by supporting a STEAM lab at the King Center that will engage middle and high school students in hands-on, project-based environmental learning opportunities. The King Center will provide the building and furniture; STEAM on Wheels will use these grant funds to purchase new, updated equipment to execute the programs. The STEAM Lab will feature a hydroponics system to engage students in hydroponic gardening, educating them on this important sustainable agriculture method. The only community hydroponics learning lab run by a nonprofit, students will collect and analyze growth data to understand environmental factors' impact on plant development while learning about the basics of agricultural production. Students will also design and build solar panel scooters; create mini ecosystems; learn about waste reduction; create a climate calendar that tracks weather patterns; design and build solar powered vehicles, mini wind turbines, and water wheels; and design geothermal greenhouses. Each project will include lessons on project importance, asking questions, conducting research, constructing hypotheses, and testing hypotheses with experiments. Students will also learn about applicable green energy careers. We are anticipating costs to approximately equal contributions.

Submitted by: Jerry Jones, MLK Center Director

FUND 901: MLK ACTIVITY

Account Number	Account Name	Current Budget	Proposed adjustment	Diff
REVENUES				
901-000000-43301-0000327	Other Grants	\$ -	\$ 38,598.00	\$ 38,598.00
Total Revenues		0.00	\$ 38,598.00	\$ 38,598.00
EXPENDITURES				
901-356921-52207-0000327	Supplies/Institutional	\$ 0.00	\$ 32,165.00	\$ 32,165.00
901-356921-54102-0000327	Grants Subcontracts	\$ 0.00	\$ 6,433.00	\$ 6,433.00
Total Expenditures		\$ 0.00	\$ 38,598.00	\$ 38,598.00
Excess (Deficiency) of Revenues over Expenditures		\$ 0.00	\$ 0.00	\$ 0.00

Memorandum



To: Rock Island City Council
From: Jessica Sager, Finance Manager
Subject: Report from the Finance Department regarding a budget adjustment in the amount of \$105,000.00 in the General Fund (101).

Motion: Motion whether or not to approve the budget adjustment as recommended.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

The Administration Department is requesting a budget adjustment to the General Fund (101) in the amount of \$105,000.00 for CY 2024 to cover the cost of a one-year agreement with Mercury for public strategy services using the CY 2022 General Fund excess funds.

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:

City Council approve the budget adjustment increasing the General Fund (101) in the amount of \$105,000.00 for CY 2024.

Submitted by: Samantha Gange, City Clerk

Approved by: Colleen Skolrood, Executive Assistant

**MEMORANDUM
FINANCE DEPARTMENT**

TO: Todd Thompson, City Manager
SUBJECT: Adjustment to the CY 2024 Budget

Number: 004-24
Date: 01/22/2024

The Administration Department is requesting a budget adjustment to the General Fund (101) in the amount of \$105,000.00 for CY 2024 to cover the cost of a one-year agreement with Mercury for public strategy services using the CY 2022 General Fund excess funds. There are sufficient funds in the General Fund Excess Fund (102) to cover the expense.

Account Number	Description	Type	Amount
102-000000-58100-9101000	Operating Transfer to General Fund	Expense	\$105,000.00
101-000000-49600-9102000	Transfer In from General Fund Excess Fund	Revenue	\$105,000.00
101-122041-53112-0000000	Consultant Services	Expense	\$105,000.00

Recommendation: City Council approve the budget adjustment increasing the General Fund (101) in the amount of \$105,000.00 for CY 2024.

Submitted by: Jessica Sager, Interim Finance Director/Finance Manager

Approved: Todd Thompson, City Manager

Memorandum



To: Rock Island City Council
From: Jessica Sager, Finance Manager
Subject: Report from the Finance Department regarding an adjustment to the CY 2023 budget for the Health Insurance Fund in the amount of \$428,347.85 related to health insurance claims.

Motion: Motion whether or not to approve the budget adjustment as recommended.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

The Human Resources Department is requesting a budget adjustment to the CY 2023 budget for the Health Insurance Fund (626) in the amount of \$428,347.85 related to health insurance claims. The expense account is outlined in the attached memo.

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:

City Council approve the budget adjustment increasing the Health Insurance Fund (626) expenditures for CY 2023 in the amount of \$428,347.85.

Submitted by: Jessica Sager, Finance Manager

Approved by: Colleen Skolrood, Executive Assistant

**MEMORANDUM
FINANCE DEPARTMENT**

TO: Todd Thompson, City Manager
SUBJECT: Adjustment to the CY 2023 Budget

Number: 005-24
Date: 01/22/2024

The Human Resources Department is requesting a budget adjustment to the CY 2023 budget for the Health Insurance Fund (626) in the amount of \$428,347.85 related to health insurance claims.

The fund contains sufficient fund balance for this expenditure.

Account Number	Description	Amount
626-157141-53602-0000000	Insurance Claims	\$428,347.85

Recommendation: City Council approve the budget adjustment increasing the Health Insurance Fund (626) expenditures for CY 2023 in the amount of \$428,347.85.

Submitted by: Jessica Sager, Interim Finance Director/Finance Manager

Approved: Todd Thompson, City Manager

MEMORANDUM

TO: Jessica Sager, Finance Manager

SUBJECT: Adjustment to the CY 2023 Budget

Date: 01/18/2024

An adjustment to the CY 2023 budget for the Health Insurance Fund in the amount of \$428,347.85. Larger claim volume throughout 2023 is requiring this fund transfer from the fund equity to cover the October expenses.

This adjustment will cover the required Medical, Pharmacy & Medical Clinic Billings outlined below:

Expense Type	Expense Amount
November Blue Cross/Blue Shield Report	\$428,347.85

Submitted by: Rob Baugous, HR Director

Memorandum



To: Rock Island City Council
From: Todd Thompson, City Manager
Subject: Report from Administration regarding approval of the City Hall Improvement project using \$1.775 million in ARPA unrestricted funds, \$225,000.00 in ARPA restricted funds and \$250,000.00 in surplus funds for a total project amount of \$2,250,000.00.

Motion: Motion whether or not to approve the City Hall Improvement project using ARPA funds and surplus funds as recommended.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

In October 2022, the City Council adopted the overall ARPA plan, which included a City Hall Improvement project under the ARPA unrestricted funds category with a funding amount to be determined.

In March 2023, the City Hall Improvement project team issued a Request for Qualifications (RFQ) for architect and interior design services and selected Streamline Architects for the project after interviewing a total of four firms.

At the May 22, 2023 meeting, the City Council approved an agreement with a not to exceed amount of \$9,680.00. The agreement included phase I of the work needed for the project, including conceptual designs and cost estimates.

Over the summer, the City Hall Improvement project team worked with Streamline to develop the next phases of the project. The proposal detailed the project summary and scope and a fixed fee schedule to complete the architecture and interior design services.

At the August 14, 2023 meeting, City Council approved a proposal for design services using ARPA unrestricted funds in the amount of \$52,800.00 for the next phase of the project.

In September and October 2023, the City Hall Improvement project team worked with Streamline to determine the most cost-effective and most efficient approach to the project and ultimately decided that it would be most advantageous for the City to issue an RFQ for construction manager services. An RFQ was issued in September 2023 and the City received 3 responses. Based on the final submittals and cost estimates and percentages provided, the City project team and Streamline conducted interviews with Estes Construction and Valley Construction and, based on a scoring rubric, Valley Construction was selected.

At the November 27, 2023 meeting, City Council authorized City staff to negotiate a contract with Valley Construction for construction management services.

In January 2024, the City Hall Improvement project team along with Streamline Architects and Valley Construction met to review construction costs and the timeline for the project.

The overall scope of the project includes improvements to the 3rd Floor City Council Chambers, including the addition of a conference room; improvements to the 2nd Floor CED counter window and reception area that will provide for a better customer experience; improvements to the Mayor, City Manager and City Clerk office suites, including an office for the City Attorney; and updated security and technology/AV equipment.

It is anticipated that construction will begin in March 2024 with completion in July 2024 (*note this is subject to change depending on lead time for construction materials*).

Previous Council Action (if any):

October 2022 - City Council adopted the overall ARPA budget

May 22, 2023 - City Council approved Streamline Architects for phase I architect and design services

August 14, 2023 - City Council approved a proposal for architect and design services with Streamline Architects

November 27, 2023 - City Council authorized City staff to negotiate a a contract with Valley construction for construction management services.

Budget Impact:

\$1.775M - ARPA unrestricted funds

\$225,000 - ARPA restricted funds

\$250,000 - general fund surplus

Total project cost: \$2.25M

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 City Manager that the City Council approve the City Hall Improvement project using ARPA funds and surplus funds for a total project amount of \$2.25M.

Submitted by: Samantha Gange, City Clerk

Approved by: Colleen Skolrood, Executive Assistant

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Traffic Engineering Committee to remove the residential parking zone on the east and west side of 10th Street north of 25th Avenue to the dead end (First Reading).

Motion: Motion whether or not to approve the request and consider the ordinance.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

The Traffic Engineering Committee received a neighborhood petition to remove the Residential Parking zones on the east and west side of 10th Street north of 25th Avenue to the dead end.

Previous Council Action (if any):

Budget Impact:

The cost to the city is minimal.

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

The neighborhood petition to remove the residential parking zone was signed by six of the residents in this area.

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: Colleen Skolrood, Executive Assistant

**A SPECIAL ORDINANCE
REMOVING A RESIDENTIAL PARKING ZONE
IN THE CITY OF ROCK ISLAND, ILLINOIS**

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

Section One. The residential only parking zone on the east and west side of 10th Street north of 25th Avenue to the dead end in the City of Rock Island, Illinois, 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 from and after its passage and approval, as required by law.

MAYOR OF THE CITY OF ROCK ISLAND

PASSED:

APPROVED:

ATTEST: _____
CITY CLERK



Residential Permit Parking Removal

Residents that would like to remove residential permit parking will need to submit a petition that must be signed by residents representing two-thirds (2/3) of the dwelling units in the proposed area.

CONTACT INFORMATION

Name: Bernice White
 Address: 2424 10th ST
 City: Rock Island State: IL Zip: 61201
 Phone Number: (309) 786-7473
 E-Mail: _____

What type of residential permit parking are you requesting to be removed?

- ☒ Type A Residents can currently only park in front of their own home in the designated residential parking area.
- ☒ Type B Residents can currently park anywhere in the designated residential parking area.

What is the location of residential permit parking? (example: XX Street from XX Avenue to XX Avenue)

10th Street 25 Ave

What side of the Street/Avenue is the residential permit parking located?

(example: north, south, east, west, or both sides)

Both Sides

List the reason for the request to remove the residential permit parking: (please give specific details)

There's older people that lives on this block
that that needs help and I'm one of them
family members have no where to park with out setting
a ticket. we can't come together becuse of this
we did not understated it was going to be like
this. alot of us don't have extra money to pay every year.
Please consider this
!!! will thank you!

Residential Permit Parking Removal Neighborhood Petition

[illegible]

Please e-mail ALL PAGES of the Residential Permit Parking Removal to pubworksmail@rigov.org or mail to the City of Rock Island, Public Works Department, 1309 Mill Street, Rock Island, IL 61201.

Memorandum



To: Rock Island City Council
From: Mike Bartels, Director
Subject: Report from the Traffic Engineering Committee to remove a handicapped parking space at 1236 24th Avenue (First Reading).

Motion: Motion whether or not to approve the request and consider the ordinance.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

The Traffic Engineering Committee received a request from Cody Swinney to remove the handicapped parking space at 1236 24th 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: Michelle Martin, Manager

Approved by: Colleen Skolrood, Executive Assistant

**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 1236 24th 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

noreply@civicplus.com <noreply@civicplus.com>
To: pubworksmail@rigov.org

Sat, Dec 23, 2023 at 7:59 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	Cody
Last Name	Swinney
Property Address 1	1236 24th ave
Property Address 2	Field not completed.
City	Rock Island
State	Illinois
Zip	61201
Phone Number	5635145484
Email Address	Field not completed.
What is the address of the handicapped parking space to be removed?	1236 24th ave
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:	No one in the house is no longer handicap and there are 2 poles out side the front of the house
Please provide any additional information that may be of assistance to the Traffic Engineering Committee and the City Council members	Field not completed.

when they review your
request:

Email not displaying correctly? [View it in your browser.](#)

Memorandum

To: Rock Island City Council
From:
Subject: Report from the Mayor's Office regarding an appointment to the Arts & Beautification Commission.



Motion: Motion whether or not to approve the appointment as recommended.

RC Roll Call vote is needed.

Date: January 22, 2024

Introduction and Background Information:

Arts and Beautification Commission - The term is for one year, expiring January 2025.

Appointment of Meghan Hollister - Ms. Hollister served on the Arts Commission.

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 Mayor that City Council approve the appointment as recommended.

Submitted by: Colleen Skolrood, Executive Assistant

Approved by: Colleen Skolrood, Executive Assistant

BYLAWS OF THE
ROCK ISLAND REGIONAL PORT DISTRICT
JANUARY 22, 2024

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BYLAWS OF THE
ROCK ISLAND REGIONAL PORT DISTRICT
JANUARY 22, 2024

ARTICLE I. ROCK ISLAND REGIONAL PORT DISTRICT

The Rock Island Regional Port District, created June 30, 2023, by the Rock Island Regional Port District Act, 70 Illinois Compiled Statutes, 1842/1 et seq., includes all the territory within the corporate limits of the City of Rock Island, as they exist on the effective date of the Act, January 1, 2024. These Bylaws shall govern only the portion of the Port District within the corporate limits of the City of Rock Island, and not any territory that may be subsequently annexed into the Port District that is incorporated in another municipality.

These Bylaws shall not be in conflict with the Rock Island Port District Act, Bond Ordinance, or State or Federal Law. If, in the event there is a conflict, the Bylaws will be subservient.

ARTICLE II. RIGHTS AND POWERS

The Rights and Powers of the Rock Island Port District shall possess all the powers and rights as provided in the Rock Island Regional Port District Act, and is hereinafter referred to as the “Board.”

The City Council of Rock Island, acting as the Rock Island Port District Board, shall be able to enact ordinances and resolutions; enter into contracts and agreements; apply for and accept grants, loans, or appropriations; and borrow money and issue bonds, and exercise all powers and rights as provided in the Rock Island Regional Port District Act on behalf of the Port District within the corporate city limits of Rock Island, Illinois.

ARTICLE III. ROCK ISLAND REGIONAL PORT DISTRICT BOARD

The governing and administrative body of the Board shall consist of the members of the the Rock Island City Council.

The City Council of any subsequently annexed municipality is the governing body of the Port District within their corporate limits.

ARTICLE IV. OFFICERS OF THE BOARD

The Mayor of the City of Rock Island shall serve as the Chairman of the Board. They shall serve in that role for the tenure of their terms as Mayor.

The Board shall elect from its membership a Vice-Chairman, as voted on by a majority of the voting members.

The Secretary of the Board shall be the City Clerk, or the Deputy Clerk in their absence.

The Treasurer of the Board shall be City Treasurer, or the Deputy Treasurer in their absence.

ARTICLE V. TERM, RESIGNATION AND REMOVAL OF BOARD MEMBERS

The term, resignation and removal of board members shall be dealt with in the same manner as the term, resignation and removal of city council members within the City of Rock Island. The replacement that fills any council member's seat, either by election or appointment, shall automatically be the replacement for the board seat left vacant, without further action by the Board or Council.

Any newly elected Mayor of the City of Rock Island shall automatically serve as the Chairman of the Board without further action by the Board or Council.

ARTICLE VI. MEETINGS OF THE BOARD

Regular meetings of the Board shall be held at least once in each calendar month.

Customarily, the regular meeting shall be held at the first regular Rock Island City Council meeting of each month, unless otherwise determined by the Chairman of the Board. Notice of the date, time, and place of the regular meeting shall be published within the Rock Island City Council Agendas and given to the public as provided in the Illinois Open Meetings Act, 5 Illinois Compiled Statutes 120/1 et seq.

Special meetings may be called at any time by the Chairman or by a quorum of the Board. Written notice of each special meeting, specifying the date, time, and place, shall be posted and given to the public no less than 24 hours prior to the special meeting as provided in the Illinois Open Meetings Act, 5 Illinois Compiled Statutes 120/1 et seq. The Board members or Chairman must notify the Secretary at least forty-eight (48) hours prior to the scheduled meeting, unless such notice is impractical.

All City Councils of any participating municipalities shall meet in joint session to discuss Port District business at least once per calendar year, as agreed upon by the participating municipalities.

ARTICLE VII. QUORUM

A majority of the members of the Board shall constitute a quorum to do business.

ARTICLE VIII. POWERS AND DUTIES OF OFFICERS

- A. The Chairman: The Chairman is the Chief Executive Officer of the Board and shall preside at all meetings of the Board and shall appoint and remove, for cause, all committee chairmen and the members to these committees whether standing committees or special committees. They shall have the authority to execute any documents and legal instruments on behalf of the Port District; and shall perform

such other duties as they deem necessary without infringing on the responsibility and powers of the entire District. The Chairman shall sever as an ex officio member of all committees.

- B. The Vice-Chairman: If the temporary absence or disability of the Chairman incapacitates them from their performance of their duties but does not create a vacancy in the Office, the Vice Chairman shall perform the duties and possess all the rights and powers of the Chairman.
- C. The Secretary: The Secretary shall be the custodian of all records, keep accurate minutes of the meetings of the Board and all of the committees thereof, and all such other duties as directed by the Board.
- D. Treasurer: The Treasurer shall be responsible for all monies of the Port District from whatever sources received and for all securities in the possession of the Authority and for the deposit of such monies in the name of the Rock Island Regional Port District, and shall be responsible for all disbursements of such funds for the purposes for which intended or authorized by the Board. The Treasurer shall make periodic accountings for all funds, and make their books and records available for inspection by any member of the Board during business hours. The Treasurer shall keep in their office books containing a correct list of all outstanding bonds of the Port District showing the number and amount of each and for and to whom the bonds were issued. When bonds are purchased, paid or canceled, these books shall show these additional facts.

- E. The Board: The Board shall oversee the organization and function of the Port District within the Rock Island City limits. The Board may appoint other officers, attorneys, engineers, consultants, agents, and employees as may be deemed necessary.

ARTICLE IX. COMMITTEES OF THE BOARD

The Board may, by Ordinance, adopt any special or standing committees. Each Committee shall consist of at least three (3) members, including a chairman, appointed by the Chairman of the Board, unless otherwise specified in the adopting Ordinance.

ARTICLE X. GENERAL MANAGER, OFFICERS, AND EMPLOYEES

- A. General Manager: The Board may appoint a general manager, with recognized ability and business experience, and to hold this position at the pleasure of the municipality and within the municipal corporate limits inside the Port District. The General Manager may manage the properties and business of the Port District, and the employees of the Port District, subject to the general control of the Board and City of Rock Island. Absent a separate appointment, the City Manager, or acting City Manager, shall act as the General Manager of the Port District within the municipal corporate limits of the Port District. The General Manager may delegate such duties as may be necessary.
- B. General Attorney and other officers, employees, and agents: The Board may appoint a General Attorney, Chief Engineer, and other officers, attorneys, engineers, consultants, agents, and employees as may be necessary for the business of the Port District. Absent a separate appointment, the City Attorney, shall act as the General Attorney of the Port District within the municipal corporate limits of the Port District.

ARTICLE XI. AMENDMENTS

These Bylaws may be amended by resolution duly adopted by the Board at any meeting, regular or special, provided that notice of intention to present such resolution shall be given at least seven (7) days in advance of the meeting at which the motion to adopt such resolution is made. The notice of intention to amend these Bylaws shall include the language of the suggested change, together with a reference to the Article subject to the proposed amendment. These Bylaws may be amended in whole or in part by 3/4 majority vote of the Board.

ARTICLE XII. BYLAWS MAY BE SUSPENDED

These Bylaws may be suspended in whole or in part by unanimous consent of a quorum of the Board, such consent to be by affirmative vote at a properly constituted meeting of the Board.

ARTICLE XIII. RULES OF ORDER

The Board shall determine its own rules of procedure as covered by the Bylaws. All parliamentary questions will be determined by Roberts Rules of Order, as amended. The City Clerk shall keep minutes of all meetings of the Board, and make them available for public inspection as provided in the Illinois Open Meetings Act, 5 Illinois Compiled Statutes 120/1 et seq.

ARTICLE XIV. LIMIT ON PUBLIC SPEAKERS

Any person desiring to speak at a meeting of the Board or its committees shall identify themselves before beginning their comments, and shall limit their comments to five minutes per speaker, unless otherwise permitted by the Chairman, or a quorum of the Board members.

ARTICLE XV. REPORT AND FINANCIAL STATEMENT

Within sixty (60) days of the end of a fiscal year, the Board shall submit a complete and detailed report and financial statement of the operations and assets and liabilities of the Port District within the Rock Island corporate limits. A copy of the report and financial statement shall be filed with the Governor and with the Rock Island County Clerk.

IT IS SO ADOPTED.

Mike Thoms, Chairman

Moses Robinson, Jr., Board Member

Randy Hurt, Board Member

Jenni Swanson, Board Member

Dylan Parker, Board Member

Mark Poulos, Board Member

Bill Healy, Board Member

CERTIFICATE OF ADOPTION

I, Samantha Gange, hereby certify that I am the City Clerk, and Secretary of the Board, and that the foregoing Bylaws were adopted as the Bylaws of the Board for the Port District within the corporate city limits of Rock Island, IL, on January 22, 2024.

Samantha Gange, City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ROCK ISLAND, ILLINOIS, APPROVING THE ADOPTION OF THE ROCK ISLAND REGIONAL PORT DISTRICT BYLAWS

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;

WHEREAS, the Rock Island Regional Port District Act (70 ILCS 1842/1 *et seq.*) (the “RIRPDA”) was signed into law on June 30, 2023, and became effective on January 01, 2024.

WHEREAS, the RIRPDA established the Rock Island Regional Port District, and presently includes all territory within the corporate limits of the City of Rock Island.

WHEREAS, the RIRPDA establishes that the City Council of Rock Island shall act as the Rock Island Regional Port District Board (the “Board”), and shall exercise all rights and powers provided in the Act within the City of Rock Island.

WHEREAS, the Rock Island City Council, acting as the Board, desires to enact and adopt Bylaws for the governance of Port District business.

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

That the Rock Island City Council, acting as the Rock Island Regional Port District Board, hereby approves and adopts the Rock Island Regional Port District Bylaws.

Mayor of the City of Rock Island
Chairman of the Board

PASSED: January 22, 2024

APPROVED: January 22, 2024

AYES: Alderpersons
Board

Healy
Robinson
Hurt
Swanson
Parker
Poulos

ATTEST: _____
CITY CLERK

NAYS:

ABSENT: