



City of East Moline Committee of the Whole

City Council Chambers
915 16th Avenue
East Moline, IL 61244

DATE: MONDAY, September 19th, 2016

TIME: Immediately Following the Regular Council Meeting

1	Schiff Hardin Engagement Letter	Petersen
2	Non Partisan Elections	Girdler
3	Off Street Parking	Girdler



COMMITTEE OF THE WHOLE

Title Schiff Hardin engagement letter

Date: September 19, 2016

Agenda Item #1 Presented By: Megan Petersen - Finance

Description:

In relation to the storm pumps and gatewell rehabilitation project, we are working with Triumph Community Bank to obtain financing. Triumph has asked that the City provide General Obligation Debt Certificates as collateral for the financing. Paul Marengo with Schiff Hardin has agreed to act as bond counsel for the authorization, issuance and sale of the Debt Certificates. Mr. Marengo has asked that the City approve and sign an engagement letter for this issuance. The estimated fee for the debt certificate financing will be in the range from \$9,000 to \$12,000. The engagement letter is attached for your review.

FINANCIAL

Is this a budgeted item? Yes ___ No X

Line Item # _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/(Over): _____

Funding Sources:

Drainage

Departments:

Is this item in the CIP? Yes ___ No X CIP Project Number: _____



COMMITTEE OF THE WHOLE

Any previous Council actions:

Action	Date
_____	_____
_____	_____

Recommendation:

Approve the engagement letter with Schiff Hardin for the debt certificate financing.

Required Action:

ORDINANCE _____ RESOLUTION X NO ACTION REQUIRED _____

Regular Meeting Date for Action October 3, 2016

Additional Comments:

MOTION BY _____ SECONDED BY _____
TO _____

CITY COUNCIL VOTES

VOTES	HELEN HEILAND	GARY ALMRLADE	NANCY MULCAHEY	ID DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							

September 6, 2016

Paul C. Marengo
312.258.5678
pmarengo@schiffhardin.com

City Council
City of East Moline
915 Sixteenth Avenue
East Moline, Illinois 61244

**Re: City of East Moline, Rock Island County, Illinois
\$1,200,000 General Obligation Debt Certificates, Series 2016A**

Ladies and Gentlemen:

The City of East Moline, Rock Island County, Illinois (the “**City**”) has selected us to act as bond counsel to the City in connection with the authorization, issuance and sale by the City of the above-referenced debt certificates (the “**Debt Certificates**”). The City will issue the Debt Certificates under applicable provisions of the Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.* (the “**Municipal Code**”) and the Local Government Debt Reform Act, as amended, 30 ILCS 350/1 *et seq.* (together, the “**Acts**”), to acquire, construct, reconstruct, improve and equip a portion of the flood protection infrastructure comprising the East Moline, Illinois Local Flood Protection System consisting of pumphouse/gatewell structures “B,” “C,” “D,” and “E” including but not limited to replacement of existing pumps, motors and controls, improvements to the electrical systems, transfer switches and generator plug-ins, a permanent pump installation at Gatewell “D,” a relief sewer connection to Gatewell “E,” and structural repairs to several pumphouses, together with all mechanical, electrical and other facilities and services necessary, useful or advisable to the project and, incidental to the project costs, to pay bond discount, capitalized interest, reserve requirements, and legal, other financing and administrative fees and costs (together, the “**Project**”).

We understand that the City intends to sell the Debt Certificates directly to Triumph Community Bank (the “**Bank Purchaser**”). No public offering will be involved, and we understand that the City will obtain from the Bank Purchaser an investment representations letter in customary form.

In connection with the proposed financing, the City will be represented by its regular counsel, John S. Callas, of McCarthy Callas & Feeney PC, Rock Island, Illinois, and Clayton R. Lee, of Lee & Lee, East Moline, Illinois, the City Attorney (the “**Local Attorneys**”). We also understand that the City does not intend to engage an independent financial advisor to assist it in connection with the proposed financing.

Thank you for choosing us for this representation. I am writing this letter to confirm our role and responsibilities as bond counsel with respect to the financing and to provide you with information concerning the fees and costs for our work in this capacity.

If the terms in this letter are acceptable to the City, please so indicate by returning the enclosed copy of this letter signed by an appropriate authorized officer, retaining the original for your files. If you have any questions about the terms or would like to discuss possible modifications, please do not hesitate to call.

Scope of Services

As bond counsel, we are engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. Typically, bond counsel's legal opinion addresses the validity of the bonds and the tax treatment of interest on the bonds. Our ability to render our opinion as bond counsel depends upon the completion of proceedings relating to the bonds and related documentation to our satisfaction.

Our opinion as bond counsel as to the Debt Certificates will represent our professional legal judgment based upon our review of the law and of the facts that we deem relevant to render such opinion, as certified to us. Our opinion is not a guarantee of a result if the validity or tax-exempt status of interest on the Debt Certificates is challenged. In delivering our opinion, we will rely upon statements of fact and expectations and certifications about the proceedings authorizing the Debt Certificates, nature of the Project, use of proceeds of the Debt Certificates, various other tax-related matters, and the structure of the financing and upon representations made by the City and other transaction participants, including without limitation the Bank Purchaser, without undertaking to verify this information by independent investigation, and we will assume continuing compliance by the City with applicable laws and covenants relating to the Debt Certificates. We will make such inquiry and investigation of the facts as may be necessary in our judgment to deliver our opinion. Although we will not rely on unreasonable factual assumptions or unreasonable representations, among the facts that we will be relying on, without independent investigation, will be facts provided by the City and the Bank Purchaser. The City and the Bank Purchaser will assume full responsibility for the accuracy and completeness of these facts.

In rendering our bond counsel opinion, we will rely upon opinions of the City Attorney as to certain procedural matters and the absence of certain litigation. Our responsibilities as bond counsel do not include reviewing the financial condition of the City, the feasibility of the Project, or the adequacy of the security provided to the Bank Purchaser, and we will express no opinion relating to these matters.

Our services as bond counsel for this financing will include the following: (i) advising the City concerning the requirements of and the appropriate procedures to be followed under applicable Illinois law and federal tax law applicable to the valid issuance and tax-exempt status of the interest on the Debt Certificates, including particularly the Acts, (ii) preparing and supervising the adoption of the proceedings of the City Council incident to the authorization and issuance of the Debt Certificates, (iii) reviewing the facts and representations provided to us by the City and the Bank Purchaser necessary as a basis for our opinion that interest on the Debt Certificates is excludable from the gross income of their owners for federal income tax purposes, (iv) preparing appropriate closing documents, (v) organizing the closing of the financing, and (vi) rendering an approving opinion with respect to the validity of the Debt Certificates and the exemption of the interest on the Debt Certificates from federal income taxes.

We do not undertake (unless we are separately engaged to do so) to provide continuing advice to the City after the closing concerning (i) any actions (including without limitation the computation and payment of arbitrage rebate amounts) with respect to the Debt Certificates or the Project which may be necessary to assure that interest paid on the Debt Certificates will continue to be excluded from gross income for federal income tax purposes to the same extent as at the time of the closing, (ii) compliance with applicable continuing disclosure requirements or other applicable requirements, if any, of federal or state securities laws, (iii) audits or other inquiries or investigations by the Internal Revenue Service, the Securities and Exchange Commission, or other governmental or regulatory bodies, or (iv) changes which may occur in applicable law or regulations that could affect the rights and liabilities of the City or the Bank Purchaser.

As bond counsel, we will not assume or undertake responsibility for the preparation or review of an official statement or any other disclosure document with respect to the Debt Certificates nor will we be responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that an official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. In addition, as bond counsel, we will be neutral and independent in the determination of the structure of the transaction. Our responsibility with respect to the structure of the financing will be limited to documenting whatever determinations the City and the Bank Purchaser, with the advice of their respective attorneys and financial advisors (if any), may make. Unless specifically provided in this letter, we do not undertake any duty or responsibility to advise the Bank Purchaser or to advocate its interests in connection with the authorization and issuance of the Debt Certificates.

Our engagement is for a specific matter. After completion of the engagement, changes may occur in applicable laws or regulations that could have an impact upon the City's

future rights and liabilities. Unless the City specifically asks us to provide additional services concerning such future occurrences and we agree to do so, we have no obligation to advise the City with respect to future legal developments.

Not a Financial Advisor

We are not a financial advisor or a financial expert. We have been engaged by the City to provide advice and services of a traditional legal nature and have not been engaged to provide and will not provide advice that is primarily financial in nature. Any financial advice provided by us to the City will be related and incidental to the advice and services of a traditional legal nature we provide.

Schiff Hardin LLP is not a registered municipal advisor under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). As its attorneys, we owe the City the duties an attorney owes its client. In view of the nature of our representation, we do not owe the City the separate duties that would be owed by a municipal advisor under Section 15B of the Exchange Act.

Term and Termination of Engagement

Our approving opinion will be executed and delivered in writing on the date the Debt Certificates are exchanged for their purchase price (the “**Closing**”) and will be based on facts known by or certified to us and law existing as of that date. Upon the delivery of our opinion, our responsibilities as bond counsel will be concluded with respect to this transaction and our client relationship with our client, the City, will terminate in the ordinary course, except for organizing and distributing the closing transcripts and (if requested) preparing and distributing bound volumes of the proceedings (at the expense of the persons making the request), unless you ask us to perform additional services and we agree to do so. However, either of us may terminate this engagement earlier for any reason by written notice subject, on our part, to applicable rules of professional conduct including our obligation to take such steps as may be reasonably practicable to protect your interests in the matter for which we are engaged. In addition, if we perform no services with respect to this engagement for a period of six consecutive months, we may treat the engagement as concluded without further notice to you, subject to our obligations under applicable rules of professional conduct.

Following termination of our representation, if you wish to have any property or documents delivered to you, please let us know. We will transfer to you materials in the files including the City’s documents and property, but excluding firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and our lawyers’ internal work product such as drafts, notes, internal memoranda, and legal and factual

research, including investigative reports, prepared by or for the internal use of our lawyers. We will maintain our files in accordance with the terms of our records retention program, which provides for the destruction of files at the end of designated periods of time, typically after ten years. After that, we may destroy those records without further notice to you.

Communication and Related Obligations

We agree that we will keep you informed about material developments with respect to this representation, respond promptly to any inquiries, and consult with you about the means by which your objectives are to be pursued. Any discussion with the City and its representatives of possible outcomes or results is intended to illustrate various alternatives available to the City and does not constitute a guarantee of any particular outcome or result. To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to the engagement, and to disclose to us fully and accurately all information that may be relevant to the matter or that we may otherwise request.

The City Is Our Client

In performing the services for which we have been engaged, as described in this letter, the City is our client. The Bank Purchaser and subsequent holders of the Debt Certificates (if any) are not our clients in this transaction or after the closing and we do not represent them; nevertheless, our bond counsel opinion will be addressed to the Bank Purchaser in addition to the City and the Bank Purchaser will be entitled to rely on our opinion if addressed to it. Our representation of the City will not affect our responsibility to render an objective legal opinion.

Conflicts of Interest

We previously disclosed to you by email that Schiff Hardin represents Triumph Savings Bank, an affiliate of Triumph Community Bank, in commercial finance and creditors rights matters, and may represent it in the future in the same or other practice areas. Triumph Savings Bank has been asked to consent to Schiff Hardin's representation of the City in this matter and we have no reason to believe that such consent will not be given.

Schiff Hardin is a large firm with many areas of practice, many clients, and offices in a number of cities across the country. Therefore, it is possible that, while we are representing the City in this transaction, certain types of conflicts may arise in matters unrelated to the present engagement for which we request your consent and waiver now. First, other present or future clients, including clients who rely upon us for general representation, may ask the Firm to represent them in transactions or litigation adverse to the City. Second, it is possible

that the Bank Purchaser or one of its affiliates may seek representation by our Firm for unrelated matters while this matter is pending.

There are important limitations on the consent and waiver we are requesting. We would decline the other representation if we believed there was a risk of misuse of the City's confidential information. We carefully protect our clients' nonpublic proprietary and other confidential information, and we would not represent another party in a matter that would involve disclosure of such information or use of such information to our client's material disadvantage. We would also decline the other representation if we believed that it would adversely affect our representation of or relationship with the City. Finally, we would not represent a party adverse to the City in a matter substantially related to a matter in which we have represented the City without the City's further specific consent.

Subject to the limitations just described, however, we request, however, that you consent and agree, by signing this letter, that in other circumstances we may represent other clients in *unrelated* matters, including litigation, adverse to the City, and that we may represent Triumph Community Bank and/or its affiliates in *unrelated* matters not involving the City, and that the City waives any claim of conflict of interest arising from such a representations. Please consult with John Callas, Clayton Lee or other counsel other than us with respect to the consent and waiver we are requesting if you wish to do so.

Firm Privilege

Our lawyers sometimes have questions about legal and ethical matters relating to representation of our clients. When such questions arise, we encourage the lawyers to consult our internal General Counsel, and sometimes outside counsel retained by the Firm. We believe such consultation benefits both our clients and our Firm. For this consultation to be most effective, our lawyers must be completely open and candid in their communications with the Firm's counsel. It is therefore important for these communications to be privileged and confidential and unavailable to third parties, including the client whose representation may be the subject of the communications. To avoid any question in this regard, the City consents and agrees, by signing this letter, that our lawyers involved in the representation may consult with the Firm's internal General Counsel or its outside counsel in connection with the representation, and that any such communications, even while we continue to represent the City, will be treated as confidential in this way and subject to the Firm's attorney-client privilege.

Compensation

We estimate that our fee for a debt certificate financing of the size and character proposed will be in the range from \$9,000 to \$12,000. The City will be responsible for paying

our fees and expenses and is executing this letter, among other reasons, in order to acknowledge that responsibility.

If the nature and structure of the financing change, our fee may also change. In particular, if the Debt Certificates are issued in two or more separate issues, we would expect to charge more to reflect the additional work involved. In addition, if we encounter presently unforeseen complexities requiring substantial additional work on our part beyond the scope of the work contemplated in this letter (for example, conducting a general due diligence investigation, drafting a disclosure document, or undertaking litigation or private letter ruling requests), we will expect to charge separately for such work on a basis satisfactory to both you and us. We will, of course, discuss with you the need to undertake such additional work and the appropriate basis for payment for it before undertaking it. In addition to our fee, we will bill you for all of our out-of-pocket expenses, such as travel (if travel is required), photocopying, air express and other delivery services, telefax charges and telephone calls. We estimate that such expenses will be approximately \$400, not including the costs of any bound volumes of proceedings.

If, for any reason other than our arbitrary refusal to render an approving opinion, the financing is not consummated or is completed without the rendering of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates (currently ranging from \$615 per hour to \$370 per hour for attorneys likely to be working on this matter, depending on personnel) for our time actually spent, plus our out-of-pocket expenses, the aggregate not to exceed the aggregate of the amounts set forth in the preceding paragraphs. Our fee is normally paid at the Closing out of bond proceeds, and we customarily do not submit a statement until the Closing unless there is a substantial delay in completing the financing.

References on Website and Similar Materials

We take pride in the fact that you have expressed confidence in us by engaging us, and would like to be able to inform others that we represent you. By signing this letter, you agree that we may disclose the fact that we represent or have represented you on our website, in response to requests for proposals, in capability statements and in similar materials, including in our disclosure the general type of work we have done for the City. We would not disclose any other non-public information about the specific matter or matters we have handled for you without your further specific permission.

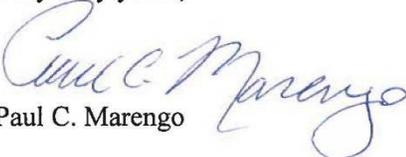
Engagement Letter
City Council
September 6, 2016
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Miscellaneous

We understand that our principal contacts with the City will be the City's Finance Director and Mr. John Callas and that we may conduct discussions with and accept direction from them on behalf of the City.

We look forward to working with you. Paul Marengo will have primary responsibility for this matter and may be reached at (312) 258-5678. If at any time you are unable to reach Mr. Marengo and need immediate help, please feel free to contact Arriane Freeman at (312) 258-5610, who will assist you.

Very truly yours,


Paul C. Marengo

PCM/jk

cc: Arianne Freeman
Peter L. Apostol
John S. Callas
(all via email)

Engagement Letter
City Council
September 6, 2016
Page 9

Accepted and Approved:

Date: September ____, 2016

CITY OF EAST MOLINE, ILLINOIS

By: _____
Its: _____



COMMITTEE OF THE WHOLE

Title Nonpartisan Elections

Date: September 14, 2016

Agenda Item #2 Presented By: Darin Girdler, City Administrator

Description:

In order to provide for more eligible candidates for municipal offices in the City of East Moline, it would be necessary to change our current partisan election format to nonpartisan. In order to do this, a question must be placed on the ballot for qualified voters to decide. The next possible date for this to be considered would be the April 2017 election.

FINANCIAL

Is this a budgeted item? Yes ___ No X

Line Item # _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/(Over): _____

Funding Sources:

Departments:
Administration

Is this item in the CIP? Yes ___ No X CIP Project Number: _____



COMMITTEE OF THE WHOLE

Any previous Council actions:

Action	Date
<u>COW Discussion Item</u>	<u>September 5, 2016</u>
_____	_____
_____	_____

Recommendation:
 Approve a resolution to place the question on the ballot for April of 2017.

Required Action:

ORDINANCE _____ RESOLUTION X NO ACTION REQUIRED _____

Regular Meeting Date for Action October 3, 2016

Additional Comments:

MOTION BY _____ SECONDED BY _____
 TO _____

CITY COUNCIL VOTES

VOTES	HELEN HEILAND	GARY ALMRLADE	NANCY MULCAHEY	ID DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							

Council Bill No. 02-277

General Ordinance

Sponsor: _____

No. 2002-07-03

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by deleting Section 2-2102, "PERSONS INELIGIBLE TO BE A MEMBER OF THE CITY COUNCIL," and enacting in lieu thereof one new Section 2-2102, "PERSONS INELIGIBLE TO BE A MEMBER OF THE CITY COUNCIL; NON-PARTISAN ELECTIONS," dealing with the same subject matter.

WHEREAS, the citizens of Moline voted in November of 2000 to establish non-partisan primaries in general elections for City offices in the City of Moline; and

WHEREAS, an ordinance was available for public inspection detailing the process by which such non-partisan elections should take place; and

WHEREAS, it is necessary for this Council to codify said ordinance within the Moline Code of Ordinances prior to the commencement of the next election cycle.

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

Section 1 - That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, is hereby amended by deleting Section 2-2102, "PERSONS INELIGIBLE TO BE A MEMBER OF THE CITY COUNCIL," and enacting in lieu thereof one new Section 2-2102, "PERSONS INELIGIBLE TO BE A MEMBER OF THE CITY COUNCIL; NON-PARTISAN ELECTIONS," which shall read as follows:

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

(a) No person shall be eligible to the office of alderman unless such person shall be a qualified elector, and reside within the ward for which such person is elected; nor shall such person be eligible if said person is in arrears for the payment of any tax or other liability due in said city; nor shall said person be directly or indirectly interested in any contract whatever to which the city is a party; nor shall said person be eligible if said person shall have been convicted of malfeasance, bribery, or other corrupt practices or crimes; nor shall said person be eligible to any office, the salary of which is payable out of the city treasury, if at any time of such appointment such person shall be a member of the city council; nor shall any member of the city council at the same time hold any other office under the city government; nor shall said member be either directly or indirectly, individually or as a member of a firm, engaged in any business transaction, other than official with the city, through its mayor or any of its authorized boards, agents, or attorneys, whereby any money is to be paid, directly or indirectly, out of the city treasury to such member or firm.

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

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

and every fourth year thereafter (if a primary is necessary pursuant to the provisions of 65 ILCS 5/3.1-25-15 through 65 ILCS 5/3.1-25-55, inclusive, of the Illinois Municipal Code), and elected at a general election to be held at the Consolidated Election in 2001 and every fourth year thereafter.

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

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

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

Section 2 - That this ordinance shall be in full force and effect from and after passage, approval and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

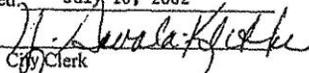


Mayor
July 2, 2002

Date

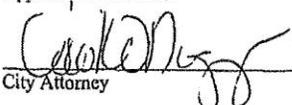
Passed: July 2, 2002

Approved: July 16, 2002

Attest: 

City Clerk

Approved as to Form:



City Attorney

Council Bill No. 99-333

Resolution No. 338-99

Sponsor: Aldermen Peterson

A RESOLUTION

SUBMITTING the question of requiring nonpartisan elections for the elections for the offices of Aldermen and Mayor, and prohibiting political party nominations and designations, to the qualified electors of the City of Moline, Illinois, at the first General Election to be held after March 1, 2000.

WHEREAS, the Moline Code of Ordinances sets forth the composition of the City Council and the terms of offices; and

WHEREAS, prior elections for the City offices of Aldermen and Mayor have historically been on a political, partisan basis; and

WHEREAS, it is not the intention of this resolution and the above referenced ordinance to change the process of partisan political elections, but merely to allow the electorate of the City of Moline to make such a decision at the next general election.

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

That the following public question pertaining to the change to nonpartisan political elections for the offices of Alderman and Mayor shall be submitted to the qualified electors of the City of Moline, Illinois, at the first General or Regular Election to be held after March 1, 2000:

Shall the City of Moline adopt an Ordinance the full text of which is printed on the back side hereof, requiring nonpartisan elections for elections for the offices of Alderman and Mayor, and prohibiting political nominations and designations and providing for the contents of nominating petitions for nomination of candidates to said elective offices and the number of signatures required on said nominating petitions, and providing for the manner of selecting candidates for said office.	YES
	NO

Council Bill No. 99-333
Resolution No. 338-99
Page Two

BE IT FURTHER RESOLVED that the ordinance to be printed on the back side of the ballot proposition shall be in similar form to that attached hereto as Exhibit "A"; provided, however, that the City Attorney is hereby authorized to modify said ordinance in accordance with all relevant and applicable law if further research indicates such changes are appropriate and such changes shall be permitted without further authorization from the City Council.

BE IT FURTHER RESOLVED that the public question set forth in Section 1 hereof shall be submitted to the qualified electors of the City of Moline, Illinois, at the first General or Regular Election to be held after March 1, 2000.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to file a certified copy of this resolution no later than January 1, 2000, with the County Clerk of Rock Island County, Illinois, and to take and perform any and all other actions necessary to have said public question submitted to the qualified electors of the City of Moline, Illinois at the first election after March 1, 2000.

BE IT FURTHER RESOLVED that, if a majority of the votes cast on this question are in the affirmative, the commencement of nonpartisan elections for the offices specified therein shall occur and be effective at the next occurring special or regular election occurring subsequent to the first election after March 1, 2000.

BE IT FURTHER RESOLVED that all other city staff and officers should be and hereby are authorized to do all things necessary to ensure that said public question is submitted to the qualified electors at the first election after March 1, 2000.

CITY OF MOLINE, ILLINOIS



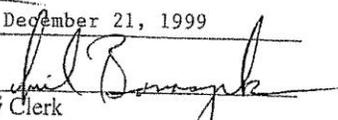
Mayor

December 14, 1999

Date

Passed: December 14, 1999

Approved: December 21, 1999

Attest: 
City Clerk

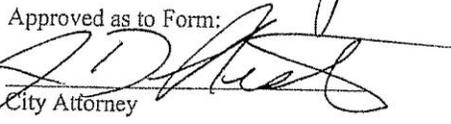
Approved as to Form:

City Attorney

EXHIBIT "A"

PROPOSED ORDINANCE

"SEC. 2-2102.

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

(a) No person shall be eligible to the office of alderman unless such person shall be a qualified elector, and reside within the ward for which such person is elected; nor shall such person be eligible if said person is in arrears for the payment of any tax or other liability due in said city; nor shall said person be directly or indirectly interested in any contract whatever to which the city is a party; nor shall said person be eligible if said person shall have been convicted of malfeasance, bribery, or other corrupt practices or crimes; nor shall said person be eligible to any office, the salary of which is payable out of the city treasury, if at any time of such appointment such person shall be a member of the city council; nor shall any member of the city council at the same time hold any other office under the city government; nor shall said member be either directly or indirectly, individually or as a member of a firm, engaged in any business transaction, other than official with the city, through its mayor or any of its authorized boards, agents, or attorneys, whereby any money is to be paid, directly or indirectly, out of the city treasury to such member or firm.

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

- (1) The Mayor and City Aldermen of the City of Moline elected at the Consolidated Election held in 2001 (Mayor and the "2001 Aldermen") shall hold office for four (4) years and until their respective successors are elected and qualified. The provisions of this proposition and applicable law, in particular 65 ILCS 5/3.1-25-15 through 65 ILCS 5/3.1-25-55, inclusive, of the Illinois Municipal Code, shall govern the election of the successors of the Mayor and "2001 Aldermen," except that where such provisions refer to President, Trustees and Village, they shall be read as Mayor, Aldermen and City, respectively and except references to 65 ILCS 5/3.1-25-60 and 65 ILCS 5/3.1-25-70 shall be ignored. Such successors shall be nominated at a primary election to be held at the Consolidated Primary of 2005 and every fourth year thereafter (if a primary is necessary pursuant to the provisions of 65 ILCS 5/3.1-25-15 through 65 ILCS 5/3.1-25-55, inclusive, of the Illinois Municipal Code), and elected at a general election to be held at the Consolidated Election in 2001 and every fourth year thereafter.
- (2) The four (4) Aldermen of the City of Moline elected at the Consolidated Election in 1999 (the "1999 Aldermen") shall hold office until their successors are elected and qualified. The provisions of this proposition and applicable law, in particular, 65 ILCS 5/3.1-25-15 through 65 ILCS

5/3.1-25-55, inclusive, of the Illinois Municipal Code including exceptions noted above, shall govern the election of the successors of the "1999 Aldermen." Such successors shall be nominated at a primary election to be held at the Consolidated Primary of 2003 and every fourth year thereafter (if a primary is necessary pursuant to the provisions of 65 ILCS 5/3.1-25-15 through 65 ILCS 5/3.1-25-55, inclusive, of the Illinois Municipal Code), and elected at a general election to be held at the Consolidated Election in 2003 and every fourth year thereafter.

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

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

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



COMMITTEE OF THE WHOLE

Title Off-Street Parking

Date: September 16, 2016

Agenda Item #3 Presented By: Darin Girdler, City Administrator

Description:

Staff wishes to continue internal discussions on this matter. At this time, as a matter of enforcement, we believe we can handle most complaints. The Planning Commission continues to work on new wording that is included below.

This is the language from the new zoning ordinance that the planning commission is working on:

5) Development Standards:

a) Off street accessory parking areas shall be of usable shape and shall be improved in accordance with requirements of the City Engineer with asphalt cement concrete, Portland cement concrete or alternate equivalent materials acceptable to the City Engineer, and so graded and drained as to dispose of all surface water accumulation within the area. Any lighting used to illuminate such parking shall be so arranged as to reflect the light away from adjoining premises in any R district and in accordance with illumination standards further described in this ordinance.

b) Parking lot layout shall be designed so the maneuvering requirements are accomplished without backing into adjacent public streets. Stack parking shall not be allowed to meet parking requirements for uses other than one and two family uses.

c) All motor vehicles and trailers in residential zoning districts must be parked on an improved surface in accordance with requirements of the City. Outside storage of inoperable or unlicensed vehicles and vehicle parts is prohibited in residential zoning districts.

FINANCIAL

Is this a budgeted item? Yes ___ No X

Line Item # _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/(Over): _____

Funding Sources: _____

Departments: _____

Administration _____

Is this item in the CIP? Yes ___ No X CIP Project Number: _____



COMMITTEE OF THE WHOLE

Any previous Council actions:

Action	Date
<u>COW Discussion Item</u>	<u>September 5, 2016</u>
_____	_____
_____	_____

Recommendation:

Allow staff to work within the current rules and set the new standards when the new zoning ordinance is approved later this year or early next.

Required Action:

ORDINANCE _____ RESOLUTION _____ NO ACTION REQUIRED _____

Regular Meeting Date for Action TBD

Additional Comments:

Empty box for additional comments.

MOTION BY _____ SECONDED BY _____
TO _____

CITY COUNCIL VOTES

VOTES	HELEN HELAND	GARY ALMRLADE	NANCY MULCAHEY	ID DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							

EM zoning ordinance:

- **10-16-1: OFF-STREET PARKING AREAS AND LOADING SPACES**
(E) Development Standards: Off-street accessory parking areas shall be of usable shape, and shall be improved, in accordance with requirements of the City Engineer, with a durable and dustless surface and so graded and drained as to dispose of all surface water accumulation within the area. Any lighting used to illuminate such parking areas shall be so arranged as to reflect the light away from adjoining premises in any R District.

RESEARCH FROM OTHER COMMUNITIES:

DRIVEWAY: An improved area as a means of ingress and egress, not exceeding twenty four feet (24') in width at the street right-of-way line, provided that such driveway, along with any parking area on the property, shall not occupy over forty-five percent (45%) of the total required front yard on the lot.

Parking a boat, boat trailer, camping trailer, motorcycle trailer, truck camper, construction trailer, commercial equipment, commercial vehicles or motor homes in any front yard in all residential districts is prohibited.

A driveway and/or parking area must be an improved surface constructed of a hard surface of concrete, asphalt or brick pavers for the purpose of accommodating vehicular parking.

Improved areas and any parking areas shall not occupy more than thirty percent (30%) of the combination of any required side and/or rear yards in all residential zoning districts.

Expanding existing driveways or parking areas shall be contiguous and parallel to the driveway, shall not take away from the landscaping required for any front yard and shall not cause an additional storm-water runoff to be forced onto the City right-of-way.

Surfacing of parking area and driveway: All driveways in the entire parking area, including parking spaces and maneuvering lanes, required under this Section, shall be provided with asphalt or concrete surfacing in accordance with specifications approved by the City Engineer.

In residential zones, vehicles cannot be parked on the grassy or unsurfaced area of your front or side-street yard. Generally, your front yard is the area between the front lot line and the front wall of the primary dwelling that is furthest from the front lot line, and your side-street yard is the area from the side-street lot line and the side wall of the primary dwelling that is the furthest from the side-street lot line.

Off-street **parking** spaces, open to the sky, may be located in any yard except the required front yard or corner side yard. Enclosed buildings and carports containing off-street **parking** shall be subject to applicable yard requirements.

All off-street **parking** facilities, including access, shall be surfaced with asphalt, Portland cement, interlocking concrete paver or brick, or bituminous cement binder pavement, and treated in such a manner as to provide a durable and dustless surface, and shall be graded and drained to dispose of all surface water and to provide effective drainage without allowing the water to cross the sidewalk or driveway. **Parking area** and access shall be constructed and maintained in a manner to provide an evenly paved surface, free from potholes, ruts, channels, growth of weeds, and other similar obstructions.

It shall be unlawful for any person to park any commercial vehicle in any block in any street in which more than one-half of the buildings in the block are used exclusively for residential purposes, for a longer period than is necessary for the reasonably expeditious unloading and loading of the vehicles.

- The following apply to the storage of vehicles in **parking** lots and **parking areas** on a lot in a residential district:
 - a. **Distance from Lot Line or Public Right-of-Way**

No Class II vehicle shall be stored within three feet of any lot line or right-of-way.
 - b. **Surface**

No motorized vehicle shall be stored except on an all-weather, durable and dustless, asphaltic, inter-locking concrete paver or brick, or cement pavement surface. A trailer is not required to be stored on an all-weather, durable and dustless, asphaltic, inter-locking concrete paver or brick, or cement pavement surface.
 - c. **Screening**

See [8.2](#) for landscaping and screening requirements applicable to the **parking** of cars and trucks on a lot in a residential district.
 - d. **Permanent Location Prohibited**

No vehicle shall have its wheels removed or be affixed to the ground so as to prevent its ready removal.
 - e. **Residential Use Prohibited**

No vehicle shall be used for living, sleeping or housekeeping purposes while **parked** or stored in the City.
 - f. **Utility Hookups**

No vehicle shall be connected to any public utility except for required servicing.
 - g. **Unsafe Conditions**

No vehicle shall be **parked** or stored so as to create a dangerous or unsafe condition. The ground under or surrounding the location where in a vehicle is stored shall be free of weeds, debris and combustible material.

Single-family and two family dwellings: One (1) space per dwelling unit, except that no more than four (4) spaces shall be provided for each single-family dwelling or four (4) spaces for each two-family dwelling.

- **5-7-4. - Use of residential **parking** facilities.**

(a)

Except as otherwise hereinafter provided, **off-street parking** facilities provided for any residential use shall be used solely for the **parking** of passenger cars as defined by the Illinois Vehicle Code which are owned by the occupants of the dwelling structures or guests of said occupants and which may be lawfully driven on public roads and highways under Article IV of Chapter 3 of the Illinois Vehicle Code. All **off-street parking** facilities on property used for residential purposes shall be paved with asphalt, Portland cement, interlocking concrete paver or brick and treated in such a manner as to provide a durable and dustless surface, which shall be graded and drained to dispose of all surface water without detrimentally affecting neighboring properties. All driveways and driveway approaches

shall be constructed as prescribed by [title 7](#), chapter 2 of the City Code and shall be maintained to provide an evenly paved surface, free from potholes, ruts, channels, growth of weeds, and other similar obstructions.

(b)

No person shall **park** any vehicle on **off-street parking** facilities in any residential district including, without limitation, any trailer or recreational vehicle except on a weed-free surface paved as prescribed by subsection (a) of this section.

(c)

No driveway or other **off-street parking** facility in any residential district may be located on any zoning lot closer than two (2) feet to the side and rear lot lines.

(d)

No person shall **park** any vehicle having a gross vehicle weight in excess of twelve thousand (12,000) pounds on private property in any residential district except to the extent necessary for the reasonably expeditious loading or unloading of such vehicles.

(e)

The zoning administrator may waive the requirement that **off-street parking** facilities used for residential purposes on a given parcel shall have an all-weather, durable and dustless bituminous or concrete pavement surface, but only if the zoning administrator finds based on clear and convincing evidence that:

(1)

Forty (40) percent or more of the residential properties lying within five hundred (500) feet of the driveway of the given parcel and fronting on the same **street** as the given parcel have unpaved driveways; and

(2)

An unpaved residential driveway on the given parcel would be consistent with the character of the neighborhood in which the parcel is located.

Waiver of the requirement that **off-street parking** facilities used for residential purposes must be paved does not constitute a waiver of the provisions of [section 7-2-10](#) et seq. of the City Code which require, without limitation, permits for curb cuts and paved aprons and sidewalks on the public right-of-way. No waiver of the requirements imposed by [section 7-2-10](#) et seq. is authorized by this section.

(f)

The zoning administrator has the authority at his/her discretion to approve the expansion of existing gravel surfaces, as long as, the expansion is not related to the expansion of a primary structure or a garage.