

# Revised



## City of East Moline Committee of the Whole

City Council Chambers  
915 16<sup>th</sup> Avenue  
East Moline, IL 61244

**DATE:** **Monday, April 4<sup>th</sup>, 2011**

**TIME:** **“Immediately Following the  
Regular Council Meeting”**

1	Asbestos Removal 1515-1521-1523 7 <sup>th</sup> Street	Motzer
2	Kennedy Drive Jurisdictional Transfer	Mayor Thodos



**ASBESTOS REMOVAL AT 1515-1521-1523 7<sup>TH</sup> STREET - East Moline Job No. IN-2010-02  
 BID OPENING - March 14, 2011**

	<b>Date &amp; Time Received</b>	<b>Contractor</b>	<b>Bid Amount</b>
<b>001</b>	3-14-2011 8:28 AM	IA-IL Taylor Insulation PO Box 2810 Davenport, IA 52809	33,600.00
<b>002</b>	3-14-2011 9:42 AM	Advanced Environmental 803 Ricker Street Waterloo, IA 50703	52,790.00
<b>003</b>	3-11-2011 9:13 AM	US Environmental 910 West 14 <sup>th</sup> Street, Suite 150 Washington MO 63090	46,750.00
<b>004</b>	3-14-2011 9:17 AM	Active Thermal Concepts 2805 Stonegate Ct. Hiawatha, IA 52233	62,242.00
<b>005</b>	3-14-2011 9:57 AM	Schemel Tarrillion 3966 PCR 806 Perryville, MO 63775-9738	58,800.00





**IL Route 92 (17th Ave)**

**J.T. Kennedy Drive  
North Limit = IL Route 92**

**30th Avenue**

**John F. Kennedy Drive**

**7th Street**

**Archer Drive**

**Gap at Avenue of the Cities Intersection  
(Remains IDOT)**

**Avenue of the Cities**

**J.T. Kennedy Drive  
South Limit**

**46th Ave**



**J.F. Kennedy Drive  
Jurisdictional Transfer**



Local Agency		Type of Systems Transfer	
Municipality:	East Moline	<b>Type 1</b>	<b>Type 2</b>
Township/Road District:	N/A	From: State Highway System	From: Local Highway System
County:	Rock Island	To: Local Highway System	To: State Highway System
Section Number:	10-00147-00-JT	Indicate Type of Systems Transfer: Type 1	

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under **Type of Systems Transfer**.

**Location Description**

Name Kennedy Drive Route FAU 5849 Length 2.05 miles  
 Termini From Illinois 92 to Avenue of the Cities North Frontage Road  
 \_\_\_\_\_ in its entirety.

This transfer  does  does not include Structure No. N/A

The transfer  does  does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

**Include for Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective 21 calendar days after:

(check one)

- |  |  |
|--|--|
| <input type="checkbox"/> Final Inspection by the State (Type ) | <input checked="" type="checkbox"/> Execution of Agreement |
| <input type="checkbox"/> Acceptance by the State               | <input type="checkbox"/> Approval of Land Conveyance       |
|  | <input type="checkbox"/> Other: _____                      |

**Supplements**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

Supplement Location Map - Addendum No. 1, State City Agreement - Add. No. 3; City Ordinance Add. No. 2  
 (Insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.



Local Agency		Type of Systems Transfer	
Municipality:	East Moline	<b>Type 1</b>	<b>Type 2</b>
Township/Road District:	N/A	From: State Highway System	From: Local Highway System
County:	Rock Island	To: Local Highway System	To: State Highway System
Section Number:	10-00147-00-JT	Indicate Type of Systems Transfer: Type 1	

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under **Type of Systems Transfer**.

**Location Description**

Name Kennedy Drive Route FAU 5849 Length 2.05 miles  
 Termini From Avenue of the Cities South Frontage Road to 0.1 mile south of 26<sup>th</sup> Avenue  
 \_\_\_\_\_ in its entirety

This transfer  does  does not include Structure No. N/A

The transfer  does  does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

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2/2

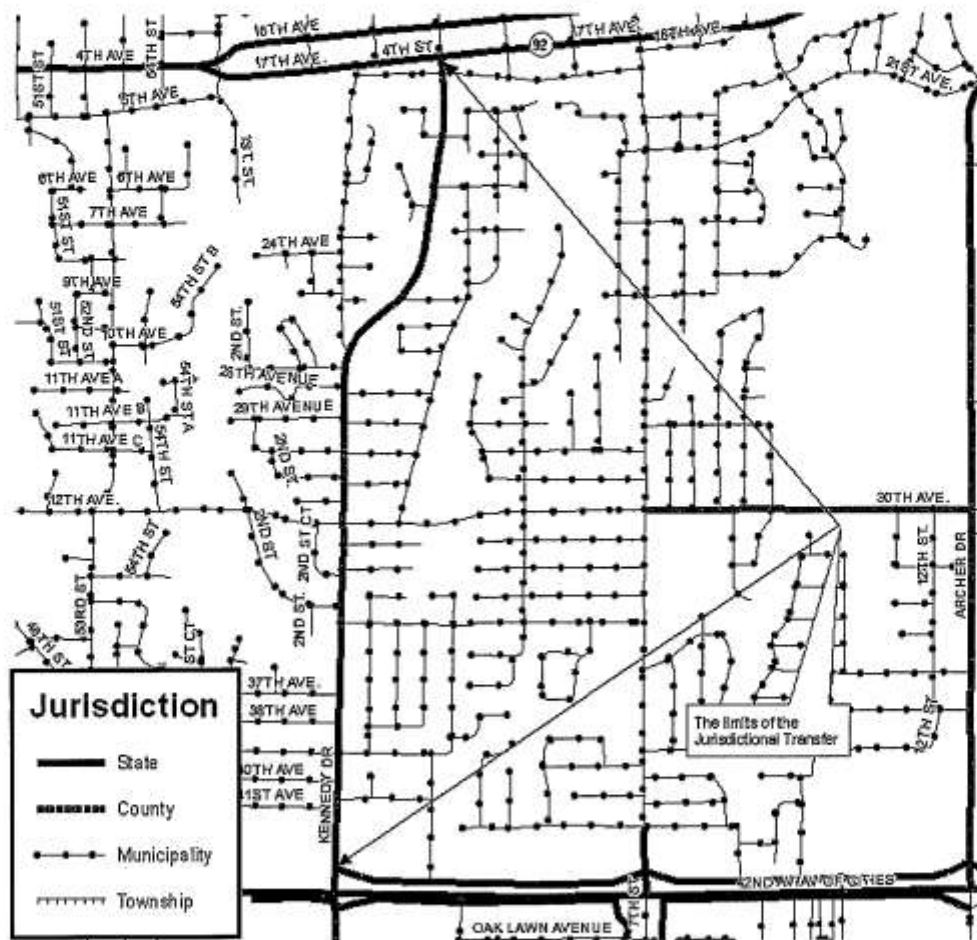


# Illinois Department of Transportation



## Jurisdictional Transfer

State to the City of East Moline  
Kennedy Drive  
from 17th Ave/IL 92 EB southerly to  
Ave of Cities/42nd Ave N Frontage Road,  
in its entirety



ADDENDUM # 1 1/2



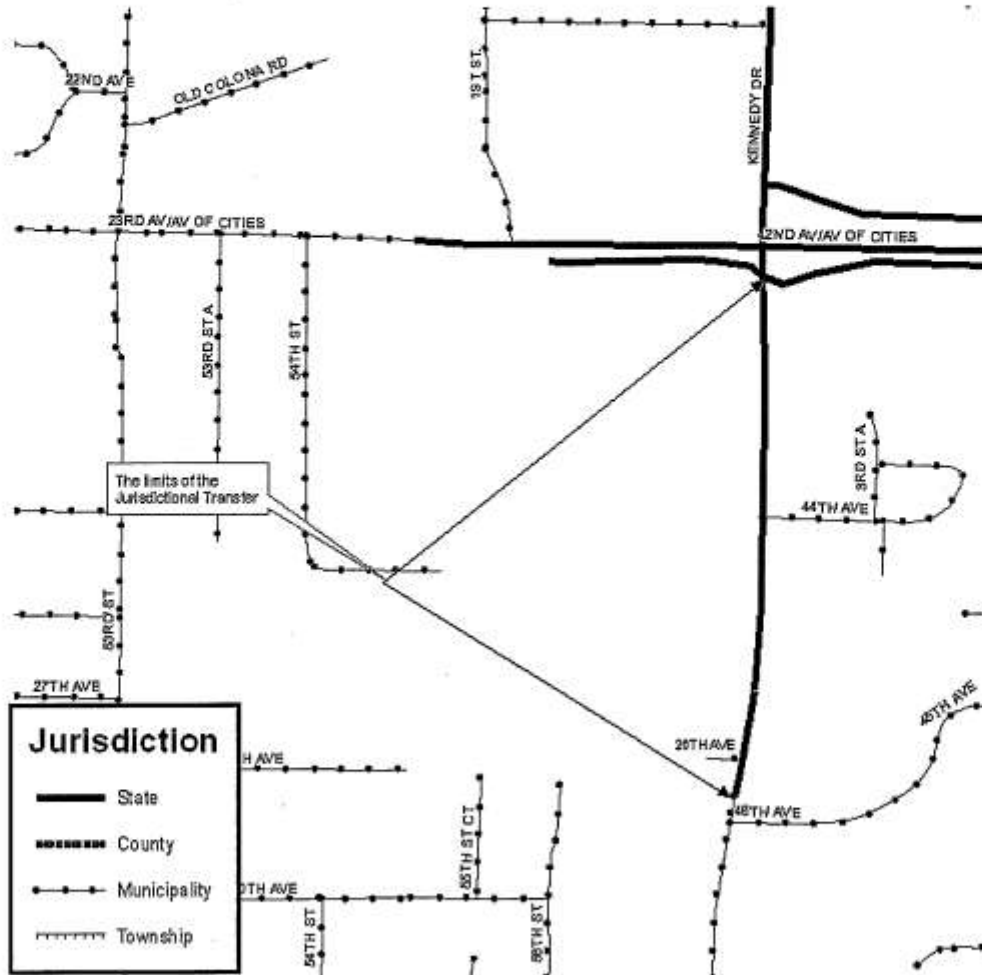
# Illinois Department of Transportation



## Jurisdictional Transfer

State to the City of East Moline  
Kennedy Drive

from Ave of Cities/42nd Ave S Frontage Road  
southerly to 0.1 mile south of 26th Ave, in its entirety



*ADDENDUM # 1 2/2*

**JURIDICTIONAL TRANSFER  
AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_ by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY of East Moline, in Rock Island County, the State of Illinois, hereinafter called the CITY.

**WITNESSETH**

This AGREEMENT will be identified as:

- STATE Job Number P-92-042-11 and CITY Section 10-00047-00-JT, and
- PPS Number 2-11200-0000 (FY 11)  
2-15910-0100

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. THE CITY AGREES:

1. Funds received through this AGREEMENT will be deposited into the CITY's Motor Fuel Tax account and expended in accordance with Motor Fuel Tax standards, policies, and procedures.
2. If applicable, to maintain, for a minimum of three (3) years after the completion of any contracts, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General or other STATE auditors; and the CITY agrees to cooperate fully with any audit conducted by the Auditor General or other STATE auditors and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books; records and supporting documentation are not available to support their purported disbursement.
3. The jurisdiction and maintenance of any projects, in which these funds are expended on, will remain the responsibility of the CITY.
4. To accept jurisdiction and maintenance 21 days after execution of this AGREEMENT of the following section of highway in its present condition:
  - Kennedy Drive, in its entirety, as described in Addendum No. 1 (BLR 05210 form), attached hereto and made a part hereof.

II. IT IS MUTUALLY AGREED:

1. The STATE agrees to pay the CITY a lump sum total of \$2,017,000.00 upon execution of this AGREEMENT.
2. The STATE agrees to locate and monument the precise location of the southern limit to the Jurisdictional Transfer prior to the CITY's acceptance of jurisdiction.
3. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
4. This AGREEMENT shall be binding upon and inure to the benefits of the parties, their successors, and assigns.
5. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. The CITY shall not accept jurisdiction until payment is made to the CITY by the STATE. In the event this payment does not occur within the 21-day period referenced above in Part 1, Section 4, the CITY shall not accept jurisdiction until payment is made to the CITY per this agreement.

Executed by the CITY, the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

CITY OF \_\_\_\_\_  
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

By execution of this agreement and under penalties of perjury, the CITY certifies that its correct Federal Taxpayer Identification Number (TIN) is \_\_\_\_\_ and that it is doing business as a government entity.

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

This Agreement executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY:

Secretary, Illinois Department of Transportation	_____	Date
Director of Highways/Chief Engineer	_____	Date
Chief Counsel	_____	Date
Director of Finance & Administration	_____	Date