



# MOLINE CITY COUNCIL AGENDA

Tuesday, August 5, 2014

6:30 p.m.

(immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

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## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## INVOCATION– Alderman Knaack

## ROLL CALL

## CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Bender		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of July 22, 2014.

## APPROVAL OF MAYOR'S APPOINTMENTS

Appointments of Committee-of-the-Whole of August 5, 2014.

## SECOND READING ORDINANCES

### 1. Council Bill/General Ordinance 3014-2014

Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 8<sup>th</sup> Street, on both sides, from the dead end, south for a distance of 20 feet.

**EXPLANATION:** Traffic Committee reviewed request and recommends approval.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

### 2. Council Bill/General Ordinance 3015-2014

An Ordinance amending Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 3<sup>rd</sup> Street, on the east side, from the entrance of 4602 3<sup>rd</sup> Street, south for a distance of 100 feet.

**EXPLANATION:** Traffic Committee reviewed request and recommends approval.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

## RESOLUTIONS

### 3. Council Bill/Resolution 1105-2014

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed Moline High School Homecoming Parade, scheduled for Friday, October 3, 2014.

**EXPLANATION:** This is an annual event sponsored by Moline High School. The parade includes a state route; therefore, local approval of usage is necessary before permission can be sought from the Illinois Department of Transportation.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**4. Council Bill/Resolution 1106-2014**

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed Ericsson School Celebrate Education Parade scheduled for Friday, September 5, 2014.

**EXPLANATION:** This is a yearly event. The parade includes a state route; therefore, local approval of usage is necessary before permission can be sought from the Illinois Department of Transportation.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**5. Council Bill/Resolution 1107-2014**

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed QCA Heritage Tractor Parade and Show, scheduled for Saturday, September 6, 2014.

**EXPLANATION:** This is a yearly event. The parade includes a state route; therefore, local approval of usage is necessary before permission can be sought from the Illinois Department of Transportation.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**6. Council Bill/Resolution 1108-2014**

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed Quad Cities Marathon & Races scheduled for Sunday, September 27, 2014.

**EXPLANATION:** This is an annual event. The marathon includes a state route; therefore, local approval of usage is necessary before permission can be sought from the Illinois Department of Transportation.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**7. Council Bill/Resolution 1109-2014**

A Resolution authorizing certain minutes and portions of minutes of Executive Sessions of the City Council to be maintained as confidential until further reviewed by the City Council; and, authorizing the remainder of said Executive Session minutes referenced herein to be made available for public inspection.

**EXPLANATION:** The Open Meetings Act requires a semi-annual review of the closed session minutes for determination of continued confidentiality, or the appropriateness of release to the public. This council bill fulfills that responsibility.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**8. Council Bill/Resolution 1110-2014**

A resolution authorizing the purchase of three all-electric vehicles from Green Wheels Limited in Chicago, Illinois, for the amount of \$96,990.00.

**EXPLANATION:** The Fleet Services staff has been evaluating vehicle assignments that only operate in the community and have an average daily use between 50 and 60 miles. For the past two years, there are three units that are consistently meeting these conditions. These assignments are an ideal application for all-electric vehicles. The State of Illinois has been purchasing all-electric units for similar assignments and the Ford Focus all-electric is available on a joint purchase contract with discounted pricing. Using lifecycle costing for the all-electric unit compared to a fossil fuel sedan and hybrid unit, the all-electric is the lowest cost option for these applications. Staff recommends a joint purchase of three all-electric Ford Focus sedans from Green Wheels Limited, Chicago IL for \$96,990.00.

**FISCAL IMPACT:** \$114,430 budgeted in Account No. 448-0867-437.07-03.

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**FIRST READING ORDINANCES**

**9. Council Bill/General Ordinance 3016-2014**

Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by deleting one on-street stall at 848 - 15<sup>th</sup> Street and adding, in lieu thereof, two on-street stalls at 848 - 15<sup>th</sup> Street.

**EXPLANATION:** Traffic Committee reviewed request and recommends approval.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

**10. Council Bill/General Ordinance 3017-2014**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by including one on-street stall on the east side of 7<sup>th</sup> Street from 18<sup>th</sup> Avenue south to the alley.

**EXPLANATION:** Traffic Committee reviewed request and recommends approval.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

**11. Council Bill/General Ordinance 3018-2014**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by including one on-street stall on 17<sup>th</sup> Street, east side, a distance of approximately 100 feet north of River Drive.

**EXPLANATION:** Traffic Committee reviewed request and recommends approval.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

**12. Council Bill/Special Ordinance 4031-2014**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Broken Saddle Grand Opening scheduled for Saturday, August 16, 2014.

OMNIBUS VOTE		
Council Member	Aye	Nay
Knaack		
Parker		
Bender		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

**EXPLANATION:** This is an inaugural event.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**13. Council Bill/Special Ordinance 4032-2014**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Barrel House Anniversary Party scheduled for Saturday, August 23, 2014.

**EXPLANATION:** This is an inaugural event.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**14. Council Bill/Special Ordinance 4033-2014**

A special ordinance authorizing the sale of two surplus vehicles to the City of Sherrard for \$8,367.34.

**EXPLANATION:** The Fleet Division has previously sold the majority of our former Police Department Crown Victoria Police Interceptor patrol cars through internet auctions. The City of Sherrard inquired about purchasing two of the remaining surplus vehicles for use in its community. Fleet Services has analyzed the proceeds of comparable units sold. Units with comparable mileage and condition sold at an average sale price of \$4,183.67 each. Fleet Services staff recommends the sale of two surplus Crown Victoria Police Interceptors to the City of Sherrard for \$8,367.34.

**FISCAL IMPACT:** Revenue from the sale.

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

**15. Council Bill/Special Ordinance 4034-2014**

A Special Ordinance authorizing the City of Moline, Rock Island County, Illinois, to borrow funds from the Water Pollution Control Loan Program.

**EXPLANATION:** Water Pollution Control Loan Program rules require that the City adopt this Special Ordinance prior to issuing a low interest loan agreement in regard to the North Slope Improvements Project.

**FISCAL IMPACT:** Authorization of this Special Ordinance supports the City's goal of obtaining a low interest loan for construction of the North Slope Improvements Project.

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

**16. Council Bill/Special Ordinance 4035-2014**

A Special Ordinance approving the preliminary plat for Calvary First Addition (*Calvary Church of the QC, 4700 53<sup>rd</sup> Street, Moline*).

**EXPLANATION:** This Resolution approves the preliminary plat and variances for Calvary First Addition. This will allow construction of an extension of 53<sup>rd</sup> Street to 52<sup>nd</sup> Avenue and also grant variances to delay construction of certain sidewalk, water, and sanitary sewer improvements.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**17. Council Bill/Special Ordinance 4036-2014**

A Special Ordinance authorizing Mayor and City Clerk execute an IMPACT Memorandum of Understanding for the North Slope Waste Water Treatment Plant Improvement Project and directing City staff to include a requirement of an IMPACT Memorandum of Understanding in any bid specifications for the North Slope WWTP Improvement Project.

**EXPLANATION:** The Illowa Construction Labor and Management Council (Illowa) request the City of Moline to enter into an IMPACT Memorandum of Understanding for the construction of the North Slope Waste Water Treatment Plant Improvement Project. Illowa states that the IMPACT agreement will provide increased contractor productivity through the employment of craftsmen who have completed an accredited apprenticeship program and ensure that labor work stoppages, labor job disruptions, or labor strikes do not occur for any reason. The City of Moline previously entered into Impact agreements for the construction of the Police Station, Library, and Midtown Parking Ramp projects.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING REQUIRED:** Bid Specifications

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

Members of the public are permitted to speak after first stating their name and address.

**EXECUTIVE SESSION**

Council Bill/General Ordinance No.: 3014-2014

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 8<sup>th</sup> Street, on both sides, from the dead end, south for a distance of 20 feet.

\_\_\_\_\_

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 8<sup>th</sup> Street, on both sides, from the dead end, south for a distance of 20 feet.

**Section 2** – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

**Section 3** – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/General Ordinance No.: 3015-2014

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 3<sup>rd</sup> Street, on the east side, from the entrance of 4602 3<sup>rd</sup> Street, south for a distance of 100 feet.

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

**Section 1** – Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 3<sup>rd</sup> Street, on the east side, from the entrance of 4602 3<sup>rd</sup> Street, south for a distance of 100 feet.

**Section 2** – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

**Section 3** – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 1105-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed Moline High School Homecoming Parade, scheduled for Friday, October 3, 2014.

\_\_\_\_\_

WHEREAS, Moline High School is sponsoring a Parade in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require the temporary closure of Avenue of the Cities from 36<sup>th</sup> Street to 16<sup>th</sup> Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to interrupt traffic flow on 19<sup>th</sup> Street adjacent to the Avenue of the Cities exits off of I-74 be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 1:30 p.m. and 3:00 p.m. on October 3, 2014.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a Moline Homecoming Parade along Avenue of the Cities.

BE IT FURTHER RESOLVED that sections of 19<sup>th</sup> Street adjacent to the I-74 exit ramps at the Avenue of the Cities be intermittently interrupted.

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time 19<sup>th</sup> Street is closed.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at the end of the closed sections and at other points as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed by the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc. shall be used by the City of Moline as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Moline.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline hereby agrees to assume all liabilities and pay claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the City of Moline shall provide a comprehensive general liability policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
August 5, 2014  
Date

Passed: August 5, 2014

Approved: August 12, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 1106-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed Ericsson School Celebrate Education Parade scheduled for Friday, September 5, 2014.

\_\_\_\_\_

WHEREAS, the Ericsson School is sponsoring a parade to be held in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require temporary closure of 4<sup>th</sup> Avenue (IL Route 92) between 3<sup>rd</sup> Street and 12<sup>th</sup> Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorized the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to temporarily close 4<sup>th</sup> Avenue (IL Route 92) between 3<sup>rd</sup> Street and 12<sup>th</sup> Street be requested; and

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 9:00 a.m. until 10:00 a.m. on Friday, September 5, 2014.

BE IT FURTHER RESOLVED that this closure is for the public purpose of the “Ericsson School Celebrate Education Parade.”

BE IT FURTHER RESOLVED that traffic from that closed portion of the highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows: North on 12<sup>th</sup> Street to River Drive, west on River Drive to 1<sup>st</sup> Street, south on 1<sup>st</sup> Street to 4<sup>th</sup> Avenue (Route 92).

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time 4<sup>th</sup> Avenue (IL Route 92) between 3<sup>rd</sup> Street and 12<sup>th</sup> Street is closed.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at the end of the closed sections and at other points as may be necessary to assist in directing traffic through the detour.

Council Bill/Resolution No.: 1106-2014

Sponsor: \_\_\_\_\_

Page 2 of 2

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed from the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc. shall be used by the City of Moline as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Moline.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline hereby agrees to assume all liabilities and pay claims for any damage, which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the City of Moline shall provide comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
August 5, 2014

Date

Passed: August 5, 2014

Approved: August 12, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 1107-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed QCA Heritage Tractor Parade and Show, scheduled for Saturday, September 6, 2014.

\_\_\_\_\_

WHEREAS, John Deere Pavilion is sponsoring the QCA Heritage Tractor Parade and Show in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require the temporary closure of 4<sup>th</sup> Avenue (IL Route 92) from 12<sup>th</sup> Street to 19<sup>th</sup> Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to temporarily close 4<sup>th</sup> Avenue (IL Route 92) between 12<sup>th</sup> Street and 19<sup>th</sup> Street be requested of the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 9:30 a.m. and 11:30 a.m. on September 6, 2014.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a Heritage Tractor Parade downtown Moline, IL.

BE IT FURTHER RESOLVED that sections of 4<sup>th</sup> Avenue (IL Route 92) between 12<sup>th</sup> Street and 19<sup>th</sup> Street be intermittently interrupted.

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time 4<sup>th</sup> Avenue (IL Route 92) is closed.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at the end of the closed sections and at other points as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed by the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc. shall be used by the City of Moline as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Moline.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline hereby agrees to assume all liabilities and pay claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the City of Moline shall provide a comprehensive general liability policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
August 5, 2014  
Date

Passed: August 5, 2014

Approved: August 12, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 1108-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed “Quad Cities Marathon & Races” scheduled for Sunday, September 28, 2014.

\_\_\_\_\_  
WHEREAS, the Quad Cities Running Club is sponsoring a running/walking race in the City of Moline for a public purpose; and

WHEREAS, this event will require the temporary lane closure of Interstate 74 West Bridge (I-74 westbound) and the entrance and exit ramp to 3<sup>rd</sup> Avenue; and

WHEREAS, this event will require the temporary lane closure of 4<sup>th</sup> Avenue (IL Route 92) from 19<sup>th</sup> Street to 23<sup>rd</sup> Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to close off portions of one lane of Interstate 74 West Bridge (I-74 westbound) and the entrance and exit ramp to 3<sup>rd</sup> Avenue be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between Sunday, September 28, 2014, from 6:00 a.m. to 9:00 a.m.

BE IT FURTHER RESOLVED that this closure is for the public purpose of the “Quad Cities Marathon & Races.”

BE IT FURTHER RESOLVED that temporary lane closure of Interstate 74 West Bridge (I-74 westbound) and the entrance and exit ramp to 3<sup>rd</sup> Avenue will be closed with traffic diverted to adjacent lanes.

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time one lane of Interstate 74 Bridge West (I-74 westbound) and the entrance and exit ramp to 3<sup>rd</sup> Avenue is closed.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at the end of the closed sections and at other points as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed by the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc. shall be used by the City of Moline as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Moline.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline hereby agrees to assume all liabilities and pay claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the City of Moline shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which names the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

August 5, 2014

\_\_\_\_\_  
Date

Passed: August 5, 2014

Approved: August 12, 2012

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No. 1109-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING certain minutes and portions of minutes of Executive Sessions of the City Council to be maintained as confidential until further reviewed by the City Council; and

AUTHORIZING the remainder of said Executive Session Minutes referenced herein to be made available for public inspection.

\_\_\_\_\_  
WHEREAS, the City Council of the City of Moline is required by statute to periodically meet to review the minutes of all closed sessions (Executive Sessions) to determine the appropriateness of retaining said minutes as confidential or conversely disseminating said minutes to the public; and

WHEREAS, such a meeting took place on July 15, 2014; and

WHEREAS, the City Council has found that certain minutes of the Executive Sessions for past years should be released with the exception of those requiring continued confidential treatment.

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

That the following Executive Session minutes are to be released, partially released, or maintained as confidential, until further review and order of the City Council, with those released minutes to be made available for public inspection as required by 5 ILCS 120/2.06(c).

FULL RELEASE:

12/17/2013

03/04/2014

07/07/2014

All Minutes for which partial release was maintained in Resolution No. 1190-2013 shall be continued as partially released in addition to the following:

PARTIAL RELEASE:

01/14/2014 – Paragraph 1

02/11/2014 – Paragraphs 1 and 3

MAINTAIN CONFIDENTIALITY: All Minutes for which confidentiality was maintained in Resolution No. 1190-2013 shall be continued as confidentiality maintained in addition to the following:

01/14/2014 – Paragraph 2

01/21/2014

02/11/2014 – Paragraph 2

03/11/2014

05/27/2014

06/10/2014

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
August 5, 2014

Date

Passed: \_\_\_\_\_  
August 5, 2014

Approved: \_\_\_\_\_  
August 12, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 1110-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the purchase of three all-electric vehicles from Green Wheels Limited in Chicago, Illinois, for the amount of \$96,990.00.

\_\_\_\_\_

WHEREAS, Green Wheels Limited in Chicago, Illinois is currently the Illinois State Bid Joint Purchase Contract holder (Contract #4017541) for the 2015 Ford Focus Electric; and

WHEREAS, Fleet Services has sufficient funds budgeted in account number 448-0867-437.07-03; and

WHEREAS, authorization is requested to reassign and, in due course, dispose of three units by the method most advantageous to the City.

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

That the City Council authorizes the Fleet Manager to purchase three all-electric vehicles from Green Wheels Limited in Chicago, Illinois for the amount of \$96,990.00; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_

Mayor

August 5, 2014

Date

Passed: August 5, 2014

Approved: August 12, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

A	B	C	D	E	F	G
1	<b>Lifecycle Cost Analysis Compact Sedan, Hybrid &amp; All Electric</b>					
2	<b>Universal Variable Data</b>			<b>Derived Values</b>		<b>FORMULA/SOURCE:</b>
3	Target Months in Service:	120	Actual Months:	120	Actual Months in Service given the Maximum Replacement Mileage and Mileage-per-Month set by policy	
4	Target Replacement Mileage:	100,000	Actual Mileage:	99,960	Actual Miles at Replacement given the Maximum Service Months and Mileage-per-Month set by policy	
5	Expected Mileage-per-Month:	833	Daily Mileage:	27.4	Expected Average Miles-per-Month driven; Average Daily Miles driven given the Mileage-per-Month entered	
6	Entity Annual Interest Rate:	3.50%	Monthly Interest:	0.292%	Annual Interest Rate/12-months	
7	Office Overhead Fee (%):	0.05%			Figured from office overhead costs (salaries, administrative, etc.) (enter either a % or flat rate--enter "0" in the one not used)	
8	Office Overhead Fee (Flat Rate):	\$ -			Figured from office overhead costs (salaries, administrative, etc.) (enter either a % or flat rate--enter "0" in the one not used)	
9	Book Depreciation Rate:	1.67%			Rate set by government entity for all capital/rolling stock items.	
10	Fuel Cost-per-Gallon:	\$ 3.45			Average price of fuel per gallon	
11	Estimated Personal Use:	0%			Percentage of personal use for which the employee reimburses the employer (enter 0 if you will not charge for personal use)	
12	Current Running Cost-per-Mile	\$ 0.33			Vehicle cost-per-mile, either from leasing companies or from actual experience	
13						
14		<b>Focus 4 Cyl</b>	<b>Fusion Hybrid</b>	<b>Focus Electric</b>	Enter the vehicle models being analyzed	
15	<b>Acquisition Cost</b>					
16	Factory Invoice Price	\$ 14,996.00	\$ 25,335.00	\$ 32,754.00	Obtained from lessor, dealer or alternate source	
17	Dealer Holdback Adjustment				Obtained from lessor, dealer or alternate source - incentive portion normally given to dealer	
18	AFV Incentive/Credit	\$ -	\$ -	\$ (3,210.00)	Tax credit or incentive (AFV's, Clean Air Credits, etc.) - enter only if appears on invoice.	
19	Mfg. Additional Incentive				Obtained from lessor, dealer or alternate source - added incentive for early order, etc.	
20	Fleet Incentive				Obtained from lessor, dealer or alternate source - special fleet discounts	
21	<b>Net Acquisition Cost</b>	<b>\$ 14,996.00</b>	<b>\$ 25,335.00</b>	<b>\$ 29,544.00</b>	Factory Invoice Price - Dealer Holdback Adjustment - Mfg.. Additional Incentive - Fleet Incentives [or value from leasing company]	
22	<b>Fixed Costs</b>					
23	Effective Depreciation	\$ 12,296.00	\$ 19,235.00	\$ 24,044.00	Net Acquisition Cost - Projected Resale Price, OR Net Acquisition Cost - Price by Month Adjustment	
24	Projected Resale Price	\$ 2,700.00	\$ 6,100.00	\$ 5,500.00	Value from a finance or lease guide or actual fleet history for months in service with mileage adjustment (Month of September)	
25	Number of Months Past September	0	0	0	Number of months past optimum September replacement month	
26	Price by Month Adjustment	\$ -	\$ -	\$ -	Amended projected resale value based on number of months past optimum replacement month of September	
27	Cost of Money	\$ 1,436.62	\$ 2,427.10	\$ 2,830.32	Cost of Money not invested for rate of return. (Year 1 interest + Year 2 interest + Year 3 interest + Year 4 interest + Year 5 interest)	
28	Year 1	\$ 476.65	\$ 805.28	\$ 939.06	(Net Vehicle Cost * Year 1 Interest Factor) * Year 1 Total Months [see table in lower left of sheet]	
29	Year 2	\$ 371.47	\$ 627.58	\$ 731.84	(Net Vehicle Cost * Year 2 Interest Factor) * Year 2 Total Months [see table in lower left of sheet; subtract all months from previous years]	
30	Year 3	\$ 266.29	\$ 449.88	\$ 524.62	(Net Vehicle Cost * Year 3 Interest Factor) * Year 3 Total Months [see table in lower left of sheet; subtract all months from previous years]	
31	Year 4	\$ 161.11	\$ 272.18	\$ 317.40	(Net Vehicle Cost * Year 4 Interest Factor) * Year 4 Total Months [see table in lower left of sheet; subtract all months from previous years]	
32	Year 5	\$ 161.11	\$ 272.18	\$ 317.40	(Net Vehicle Cost * Year 5 Interest Factor) * Year 5 Total Months [see table in lower left of sheet; subtract all months from previous years]	
33	Fleet Administrative Expenses	\$ 899.76	\$ 1,520.10	\$ 1,772.64	Vehicle Replacement and Overhead Management Fee	
34	Build Time Delay Cost	\$ -	\$ -	\$ 91.61	The current cost of owning and maintaining a vehicle anyway until new unit comes in based on cost per mile, daily mileage, and days over least delivery time.	
35	Days Over Least Delivery Time	0	0	10	Calendar days over least amount of delivery time of any of the three selected vehicles.	
36	Delivery Days	60	60	70	Calendar days for guaranteed delivery (enter "0" if does not apply or there is no added cost to provide transportation while awaiting delivery)	
37	AFV TAX CREDIT	\$ -	\$ -	\$ -	IRS Tax Credit	
38	Mfg.. Additional Incentive	\$ -	\$ -	\$ -	Incentive paid directly to the fleet	
39	<b>Total Fixed Cost:</b>	<b>\$ 14,632.38</b>	<b>\$ 23,182.20</b>	<b>\$ 28,738.57</b>	Actual Depreciation + Interest + Management Fee + Build Time Delay Cost	
40	<b>Operating Costs</b>					
41	Total Fuel Cost	\$ 17,243.10	\$ 9,853.20	\$ 3,483.45	(Actual Miles/Estimated Miles-per-Gallon) * Fuel Cost-per-Gallon	
42	Estimated Miles-per-Gallon	20	35	99	Value from EPA Estimated City Mileage or actual experience	
43	Total Maintenance Cost	\$ 12,694.92	\$ 11,695.32	\$ 4,998.00	Actual Mileage * Estimated Maintenance Cost-per-Mile	
44	Estimated Maintenance Cost-per-Mile	\$ 0.1270	\$ 0.1170	\$ 0.0500	Value from leasing company or actual experience [may add separate lines for Collision Loss/Insurance, prorated license, and rental costs while vehicle is down]	
45	<b>Total Operating Cost:</b>	<b>\$ 29,938.02</b>	<b>\$ 21,548.52</b>	<b>\$ 8,481.45</b>	Total Fuel Cost + Total Maintenance Cost	
46	<b>Personal Use Costs</b>					
47	Fixed Cost for Personal Use	\$ -	\$ -	\$ -	Total Fixed Cost * Estimated Personal Use	
48	Operating Cost for Personal Use	\$ -	\$ -	\$ -	Total Operating Cost * Estimated Personal Use	
49	<b>Total Personal Use Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	Fixed Cost for Personal Use + Operating Cost for Personal Use (amount to be reimbursed to employer by employee)	
50						
51	<b>Total Lifecycle Cost:</b>	<b>\$ 44,570.40</b>	<b>\$ 44,730.72</b>	<b>\$ 37,220.02</b>	Total Fixed Cost + Total Operating Cost - Total Personal Use Cost	
52	<b>Lifecycle Cost-per-Mile:</b>	<b>\$ 0.4459</b>	<b>\$ 0.4475</b>	<b>\$ 0.3723</b>	Total Lifecycle Cost / Actual Miles	
53						
54	<b>Lease Summary</b>					
55	Book Depreciation (Reserve)	\$ 30,051.98	\$ 50,771.34	\$ 59,206.18	Actual Purchase Price * (Book Depreciation Rate * Actual Months)	
56	Total of Lease Payments	\$ 32,388.36	\$ 54,718.54	\$ 63,809.14	Reserve For Depreciation + Interest + Management Fee (total cash outlay to leasing company to cover capitalized cost)	
57	Depreciation Adjustment (TRAC)	\$ (17,755.98)	\$ (31,536.34)	\$ (35,162.18)	Net Acquisition Cost - Book Depreciation - Projected Resale Price (Terminal Rental Adjustment Clause)	
58						
59	<b>Annual Cost of Money Calculations - Step Rate Formula</b>				Cost of Money that entity loses by paying in cash for vehicle vs. investing total amount and paying monthly for a lease.	
60	<b>Holding Period</b>	<b>Total Months</b>	<b>Book Value</b>	<b>Interest Factor</b>		
61	Year 1	12	0.90815	0.2649%	Book Value=1-(((1-1)+(12-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest	
62	Year 2	24	0.70775	0.2064%	Book Value=1-(((13-1)+(24-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest	
63	Year 3	36	0.50735	0.1480%	Book Value=1-(((25-1)+(36-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest	
64	Year 4	48	0.30695	0.0895%	Book Value=1-(((37-1)+(48-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest	
65	Year 5	60	0.10655	0.0311%	Book Value=1-(((49-1)+(60-1))/2)*Book Depreciation Rate; Interest Factor=Book Value*Monthly Interest	

2015 Ford Focus Electric  
Illinois State Bid Joint Purchase

Options ↓↓↓↓

Unit →→→→ 115 121 304 Option Totals

		2015	2015	2015	
Ford Focus All Electric Contract #4017541	\$32,105.00	X	X	X	\$96,315.00
Light Stone Interior	\$0.00	X	X	X	\$0.00
Silver Exterior	\$0.00	X			\$0.00
Light Green Exterior	\$0.00			X	\$0.00
Blue Exterior	\$0.00		X		\$0.00
Delivery Charge	\$225.00	X	X	X	\$675.00
					\$96,990.00

Total Cost per vehicle \$32,330.00

NOTICE OF AWARD  
TABLE OF CONTENTS

	PAGE NUMBER
TERMS AND CONDITIONS.....	00001
CONTRACT VENDORS.....	00006
CONTRACT ITEMS/SERVICES BY LINE ITEM.....	00007
DESCRIPTION: VEHICLE, SUB-COMPACT, 4-DOOR, 100%.....	00007
MITSUBISHI, IMIEV.....	00007
DESCRIPTION: OPTION, LEVEL 3 CHARGING CAPABILITIES.....	00007
DESCRIPTION: OPTION, DELIVERY TO LOCAL GOVERNMENT.....	00007
DESCRIPTION: OPTION, DELIVERY TO LOCAL GOVERNMENT.....	00007
DESCRIPTION: VEHICLE, COMPACT, 4-DOOR, 100% BATTERY.....	00007
FORD, FOCUS.....	00008
DESCRIPTION: OPTION, DELIVERY TO LOCAL GOVERNMENT.....	00008
DESCRIPTION: OPTION, DELIVERY TO LOCAL GOVERNMENT.....	00008
DESCRIPTION: AUTOMOBILE, MID-SIZE OR LARGER, 4-DOOR,.....	00008
NISSAN, LEAF.....	00009
DESCRIPTION: OPTION, LEVEL 3 CHARGING CAPABILITIES.....	00009
DESCRIPTION: OPTION, DELIVERY TO LOCAL GOVERNMENT.....	00009
DESCRIPTION: OPTION, DELIVERY TO LOCAL GOVERNMENT.....	00009

STATE OF ILLINOIS  
DEPARTMENT OF  
CENTRAL MANAGEMENT SERVICES

T NUMBER: T7160  
PAGE NO.: 00001

DISTRIBUTE TO: 416PSD : BUREAU OF STRATEGIC SOURCING

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NOTICE OF AWARD

CONTRACT TITLE: PSD ELECTRIC VEHICLES

CONTRACT NO: 4017541

OPTIONS AVAILABLE: 02          JOINT PURCHASING: YES

VENDOR NAME AND ADDRESS          VENDOR NUMBER:  
GREEN WHEELS LTD  
1540 N WESTERN AVE  
CHICAGO, IL 60622-1746

CONTACT THE FOLLOWING IN THE EVENT OF QUESTIONS PERTAINING TO THIS CONTRACT:

BUYER NAME AND PHONE  
BRETT BARNES  
(217) 785-3851

SOLICITATION: 227153          BID OPEN DATE: 07/03/13

CONTRACT NO: 4017541  
A10128 : VENDOR PAYMENT PROGRAM:

DUE TO UNPRECEDENTED ECONOMIC RECESSION, ILLINOIS HAS EXPERIENCED LOWER THAN EXPECTED REVENUES WHICH HAS LED TO A DELAYED PAYMENT CYCLE. IN MANY CASES, VENDORS AND SERVICE PROVIDERS ARE WAITING SEVERAL MONTHS TO RECEIVE PAYMENT FOR GOODS AND SERVICES PROVIDED TO THE STATE. THE STATE OF ILLINOIS VENDOR PAYMENT PROGRAM IS INTENDED TO PROVIDE RELIEF TO THOSE VENDORS AND SERVICE PROVIDERS. FOR MORE INFORMATION PLEASE SEE OUR WEBSITE AT PAYMENTS.ILLINOIS.GOV.

CONTRACT NO: 4017541  
J04801 : SCOPE:

TO ESTABLISH CONTRACTS TO ENABLE ALL STATE AGENCIES AND AUTHORIZED LOCAL GOVERNMENTAL UNITS TO PURCHASE CURRENT MODEL YEAR PRODUCTION ELECTRIC PASSENGER VEHICLES DURING THE CONTRACT PERIOD.

CONTRACT NO: 4017541  
J04803 : TERM AND RENEWALS:

PLEASE DELETE RENEWAL CLAUSE 2.2 OF THE STANDARD TERMS AND CONDITIONS OF THIS SOLICITATION AND SUBSTITUTE THE FOLLOWING:

THE CONTRACT PERIOD WILL BE FOR ONE YEAR UPON EXECUTION WITH THE FOLLOWING RENEWAL OPTIONS.

UPON MUTUAL AGREEMENT, THE PARTIES MAY RENEW THE RESULTING CONTRACT(S) FOR A TOTAL OF TWO (2) YEARS IN ONE OF THE FOLLOWING MANNERS:

- A) ONE RENEWAL FOR THE ENTIRE RENEWAL ALLOWANCE.
- B) INDIVIDUAL ONE-YEAR RENEWALS.
- C) ANY COMBINATION OF FULL OR PARTIAL-YEAR RENEWALS UP TO AND INCLUDING THE ENTIRE RENEWAL ALLOWANCE.

RENEWAL SHALL BE ON THE SAME TERMS AND CONDITIONS AS THE ORIGINAL CONTRACT EXCEPT AS OTHERWISE ALLOWED IN THE CONTRACT. NO RENEWAL MAY BE EFFECTIVE AUTOMATICALLY. NO RENEWAL MAY BE EFFECTIVE SOLELY AT THE VENDOR'S OPTION.

THE LENGTH OF THE CONTRACT, INCLUDING ANY RENEWALS, MAY NOT EXCEED THAT ALLOWED BY LAW, INCLUDING 30 ILCS500/20-60. A TERM CONTRACT CHANGE CONFIRMING RENEWAL OF THIS CONTRACT WILL BE ISSUED.

CONTRACT NO: 4017541

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J04806 : DELIVERY:

VEHICLE PRICES ARE TO BE QUOTED TO INCLUDE DELIVERY TO SPRINGFIELD, ELGIN, AND DOWNERS GROVE FOR STATE OF ILLINOIS VEHICLES.

UNLESS THE LOCAL GOVERNMENTAL UNIT ACCEPTS DELIVERY F.O.B. DEALER'S PLACE OF BUSINESS, LOCAL GOVERNMENTAL UNIT VEHICLES ARE TO BE DELIVERED TO THE LOCAL GOVERNMENTAL UNIT. A COST FOR DELIVERY TO LOCAL GOVERNMENTAL UNITS IS SHOWN UNDER EACH APPLICABLE LINE ITEM.

CONTRACT NO: 4017541  
J04807 : TRAINING:

VENDOR SHALL PROVIDE A 1 DAY TRAINING SESSION AT EACH STATE OF ILLINOIS DELIVERY LOCATION SPECIFIED HEREIN WITHIN 10 WORKING DAYS OF DELIVERY OF THE FIRST VEHICLE TO THAT LOCATION. SUBSEQUENT TRAINING FOR DELIVERIES OF LIKE VEHICLES WILL NOT BE REQUIRED.

TRAINING SHALL INCLUDE, AT A MINIMUM, MAINTENANCE SCHEDULES, CHARGING INSTRUCTIONS, AND FUNCTIONS OF VEHICLE COMPONENTS.

CONTRACT NO: 4017541  
J04808 : SPECIFICATION ADJUSTMENT/AMENDMENTS:

IN THE EVENT THAT SPECIFICATION ADJUSTMENTS AND/OR CHANGES IN OPTIONAL EQUIPMENT IS DEEMED NECESSARY BY THE STATE DURING THE TERM OF THE CONTRACT, THE PRICES SHALL BE EQUAL TO OR LESS THAN THE MANUFACTURER'S PUBLISHED DEALER COST. MANUFACTURER'S INVOICES SHOWING INVOICE AMOUNT MAY BE REQUIRED TO VERIFY PRICE.

AMENDMENTS:  
NO AMENDMENT OR MODIFICATION TO THIS CONTRACT SHALL BE BINDING ON THE STATE UNLESS IT IS IN WRITING AND CONTAINS THE AUTHORIZED SIGNATURE.

CONTRACT NO: 4017541  
J04812 : ORDER CUT-OFF DATES:

IT SHALL BE THE VENDORS'S RESPONSIBILITY TO INFORM CENTRAL MANAGEMENT SERVICES OF THE MANUFACTURER'S ORDER CUT-OFF DATE. IF THE DELIVERY TIME OF THE VEHICLE WILL NOT MEET THE AUGUST 1 LAPSE PERIOD DEADLINE FOR FUNDING, THEN IT SHALL BE THE RESPONSIBILITY OF THE VENDOR TO INFORM CENTRAL MANAGEMENT SERVICES AND MUTUALLY AGREE UPON A NEW ORDER CUT-OFF DATE FOR STATE OF ILLINOIS VEHICLES THAT WOULD MEET THE AUGUST 1 LAPSE PERIOD REQUIREMENT.

FAILURE TO DO SO MAY REQUIRE THE VENDOR TO GO TO COURT OF CLAIMS FOR PAYMENT.

THE VENDOR HAS THE RIGHT TO NOT ACCEPT ORDERS AFTER THE MODEL YEAR ORDER CUT-OFF DATE ISSUED BY THE MANUFACTURER OR A MUTUALLY AGREED UPON ORDER CUT-OFF DATE UNTIL A RENEWAL OF THE CONTRACT TO INCLUDE THE NEXT MODEL YEAR HAS BEEN MUTUALLY AGREED UPON BY BOTH PARTIES.

IF MUTUAL AGREEMENT FOR RENEWAL OF THE CONTRACT CANNOT BE AGREED UPON, THE STATE RESERVES THE RIGHT TO CANCEL THE CONTRACT.

CONTRACT NO: 4017541  
J04824 : WARRANTY/WARRANTY REPAIR WORK:

VEHICLE WARRANTY SHALL BE THE STANDARD FACTORY WARRANTY OFFERED, AND SHALL OTHERWISE BE EQUAL TO OR EXCEED THAT OFFERED TO THE GENERAL PUBLIC FOR REGULAR PRODUCTION MODELS.

CONTRACT NO: 4017541  
J04825 : WARRANTY RESPONSIBILITY/RECALL AND SERVICE BULLETINS:

WARRANTY RESPONSIBILITY:  
IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO CONTACT THE

-----  
MANAGER OF THE DIVISION OF VEHICLES WITHIN TEN (10) DAYS OF NOTIFICATION OF AWARD TO ARRANGE PROCEDURES CONCERNING THE PROCESSING OF WARRANTY CLAIMS AND TO DESIGNATE PERSONNEL TO HANDLE SUCH CLAIMS.

RECALL AND SERVICE BULLETINS:

IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO ENSURE THAT ALL MANUFACTURER'S RECALL AND SERVICE BULLETINS PERTAINING TO THE VEHICLES PURCHASED ARE SENT TO THE DEPT. OF CENTRAL MANAGEMENT SERVICES, DIVISION OF VEHICLES, 200 EAST ASH STREET, SPRINGFIELD, IL 62706. THE MANUFACTURER SHALL PLACE THE DIVISION OF VEHICLES ON IT'S DEALER MAILING LIST TO RECEIVE THIS INFORMATION.

LOCAL GOVERNMENTAL UNITS SHALL BE CONTACTED INDIVIDUALLY.

CONTRACT NO: 4017541  
J04826 : FACTORY REBATE:

IF DURING THE CONTRACT PERIOD THE STATE OR LOCAL GOVERNMENTAL UNIT BECOMES ELIGIBLE TO RECEIVE A FACTORY REBATE FOR ANY VEHICLES PURCHASED UNDER THIS CONTRACT, THE VENDOR SHALL INFORM THE STATE OR LOCAL GOVERNMENTAL UNIT OF THE PROCEDURE FOR OBTAINING SUCH REBATE(S).

ELIGIBLE LOCAL GOVERNMENTAL UNITS SHALL BE CONTACTED INDIVIDUALLY.

CONTRACT NO: 4017541  
J05201 : STANDARD CONTRACT PROVISIONS FOR VEHICLES:

VEHICLES SHALL BE NEW (UNUSED), MANUFACTURER'S MODELS IN PRODUCTION AT THE TIME OF THE CONTRACT OR TIME OF ORDER. VEHICLES SHALL BE COMPLETELY PREPARED FOR DELIVERY BY DEALER IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

AN OWNER'S MANUAL SHALL BE PROVIDED WITH EACH VEHICLE.

ADVERTISING AND VEHICLE INFORMATION: NO VEHICLE WILL BE ACCEPTED IF THERE APPEARS ON ANY PORTION OF THE VEHICLE A DEALER LOGO OF ANY KIND (DECALS, ETC.); HOWEVER, ALL NEW VEHICLE INFORMATION, AS REQUIRED BY LAW AND REGULATION, SHALL BE AFFIXED AT TIME OF DELIVERY (WINDOW STICKER, E.P.A. MILEAGE INFORMATION, ETC.).

ALL VEHICLES MUST BE IN ACCORDANCE WITH THE FOLLOWING CRITERIA:

- A. SPECIFICATIONS: UNLESS OTHERWISE REQUIRED IN THIS INVITATION FOR BID, ALL VEHICLES MUST BE EQUIPPED WITH ALL THE MANUFACTURER'S EQUIPMENT ADVERTISED AS STANDARD CONSUMER EQUIPMENT. STANDARD OR OPTIONAL EQUIPMENT MUST BE OEM UNLESS SPECIFICALLY ALLOWED FOR IN THE COMMODITY DESCRIPTION.

ALL VEHICLES MUST MEET ALL APPLICABLE FEDERAL AND/OR STATE MOTOR VEHICLE SAFETY STANDARDS AND GOVERNMENTAL EMISSION REQUIREMENTS IN EFFECT AT TIME OF PURCHASE.

- B. TIRES AND WHEELS: TO BE EQUIPPED WITH ORIGINAL EQUIPMENT, TIRES OF THE SIZE AND LOAD RANGE REQUIRED BY THE MANUFACTURER FOR THE MODEL AND/OR GROSS VEHICLE WEIGHT RATING (GVWR). SPARE TIRE, WHEEL AND CARRIER (HOLD-DOWN) TO BE ORIGINAL EQUIPMENT AND TO BE INCLUDED ON ALL APPLICABLE VEHICLES.
- C. ACCESSORY EQUIPMENT: ALL APPLICABLE VEHICLES ARE TO INCLUDE WHEEL WRENCH AND LIFTING DEVICE (JACK-MECHANICAL OR HYDRAULIC) CAPABLE OF LIFTING THE VEHICLE SO AS TO REPLACE ANY WHEEL UNDER THE MAXIMUM RATED LOAD.

PRIOR TO DELIVERY:

CONTRACTOR'S PRE-DELIVERY SERVICES MUST BE PERFORMED IN ACCORDANCE WITH MANUFACTURERS PROCEDURES AND SHALL INCLUDE THOROUGH CLEANING AND WASHING OF VEHICLE(S).

AT TIME OF DELIVERY THE CONTRACTOR MUST PROVIDE THE FOLLOWING:

- A. A CERTIFICATE OF ORIGIN.
- B. TWO COPIES OF THE VENDORS'S INVOICE (THE INVOICE SHALL CONTAIN SIMILAR INFORMATION AS REQUIRED ON THE DELIVERY TAG).
- C. A DELIVERY TAG, IN DUPLICATE, MUST ACCOMPANY EACH VEHICLE. THE TAG IS TO SHOW THE FOLLOWING INFORMATION:
- (1) PURCHASING AGENCY
  - (2) RELEASE ORDER, PURCHASE ORDER, OR INTENT TO PURCHASE ORDER NUMBER
  - (3) REQUISITION NUMBER (IF APPLICABLE)
  - (4) LINE ITEM NUMBER
  - (5) VEHICLE IDENTIFICATION NUMBER
  - (6) EQUIPMENT NUMBER OF TRADE-IN (IF APPLICABLE)
  - (7) SIGNATURE BLOCK FOR RECEIVING INDIVIDUAL
  - (8) KEY CODING NUMBER TO BE PROVIDED WITH EACH VEHICLE.
  - (9) STATE OF ILLINOIS TAX FORM RR-556, AS REVISED.
  - (10) MILEAGE CERTIFICATION FORM

VEHICLES WILL NOT BE ACCEPTED WITHOUT MEETING THE ABOVE MENTIONED REQUIREMENTS.

CONTRACT NO: 4017541  
J05202 : ECONOMIC ADJUSTMENT CLAUSE:

IN THE EVENT THE VENDOR'S QUOTED PRICE FOR THE VEHICLES COVERED BY THIS CONTRACT SHOULD INCREASE, AFTER THE INITIAL TERM OF THE CONTRACT, DUE TO MANUFACTURER'S MANDATED CHANGES IN STANDARD EQUIPMENT ON THE VEHICLE FROM MODEL YEAR TO MODEL YEAR, THE CONTRACT PRICE(S) MAY, UPON SUBMISSION OF WRITTEN PROOF OF SUCH INCREASE, AND APPROVAL BY THE STATE OF ILLINOIS, BE ADJUSTED BY AN AMOUNT SUFFICIENT TO COMPENSATE THE VENDOR COMPLETELY AND PRECISELY FOR SUCH INCREASE. THE CLAIM FOR SUCH ADJUSTMENT MUST INCLUDE, AS APPLICABLE, A CERTIFICATION FROM THE VENDOR VERIFYING COST AT THE TIME OF THE AWARD AND AT THE TIME OF THE REQUESTED INCREASE. THE INCREASE WILL BE ONLY ON THE COST TO THE VENDOR. NO INCREASE OR CHANGE IN THE VENDOR'S OVERHEAD, PROFIT OR OTHER FACTORS WILL BE APPROVED. THE STATE RESERVES THE RIGHT TO ASK FOR INVOICES, PUBLISHED PRICE LISTS, OR ANY OTHER EVIDENCE ESTABLISHING VENDOR'S COST TO SUPPORT THE INCREASE. IN ALL CASES, THE VENDOR MUST FILE A CLAIM FOR SUCH ADJUSTMENT AT THE BEGINNING OF THE NEW MODEL YEAR BEFORE DELIVERY OF VEHICLES. IF THE VENDOR HAS EXCESSIVE COMPLAINTS FILED AGAINST THEM FOR NON-DELIVERY OR POOR QUALITY, THE REQUEST MAY BE DENIED UNTIL SUCH TIME AS ALL PAST COMPLAINTS ARE RESOLVED.

IN THE EVENT THE PRICE SHOULD DECREASE DUE TO MANUFACTURER'S MANDATED CHANGES IN STANDARD EQUIPMENT FOR A MODEL YEAR DURING THE CONTRACT PERIOD, THE VENDOR SHALL ADJUST THE PRICE DOWNWARD TO COMPLETELY AND PRECISELY ACCOUNT FOR SUCH DECREASE. SUCH DECREASES SHALL BECOME EFFECTIVE UPON THE EFFECTIVE DATE OF THE MANUFACTURER'S MANDATED CHANGE. IT IS THE RESPONSIBILITY OF THE VENDOR TO NOTIFY THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES OF ANY SUCH DECREASE.

IN THE EVENT THAT OPTIONS COVERED BY THIS CONTRACT SHOULD INCREASE DUE TO MANUFACTURER'S MANDATED CHANGES THE CONTRACT PRICE(S) MAY, UPON SUBMISSION OF WRITTEN PROOF OF SUCH INCREASE, AND APPROVAL BY THE STATE OF ILLINOIS, BE ADJUSTED BY AN AMOUNT SUFFICIENT TO COMPENSATE THE VENDOR COMPLETELY AND PRECISELY FOR SUCH INCREASE. THE INCREASE SHALL BE EQUAL TO OR LESS THAN THE MANUFACTURER'S PUBLISHED DEALER COST.

IN THE EVENT THAT THE PRICE SHOULD DECREASE FOR ANY OPTIONS DUE TO MANUFACTURER'S MANDATED CHANGES THE VENDOR SHALL ADJUST THE PRICE(S) DOWNWARD TO COMPLETELY AND PRECISELY ACCOUNT FOR SUCH DECREASE. IT SHALL BE THE RESPONSIBILITY OF THE VENDOR TO NOTIFY THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES OF ANY SUCH DECREASES.

CLAIMS FOR ECONOMIC ADJUSTMENT WILL NOT APPLY TO RELEASE ORDERS EXECUTED PRIOR TO THE DATE THE BUREAU OF STRATEGIC SOURCING RECEIVED THE REQUESTED INCREASE.

CONTRACT NO: 4017541  
J08010 : COURT OF CLAIMS:

VEHICLES MUST BE DELIVERED AND INVOICE RECEIVED PRIOR TO AUGUST 1ST  
OF EACH YEAR OR THE VENDOR MAY BE REQUIRED TO GO TO THE COURT OF  
CLAIMS FOR PAYMENT. FUNDING FROM WHICH PAYMENT IS TO BE MADE LAPSES  
AUGUST 31ST OF EACH YEAR.

-----  
VENDOR NAME AND ADDRESS

GREEN WHEELS LTD  
1540 N WESTERN AVE  
CHICAGO, IL 60622-1746

PRIME VENDOR: N  
CONTRACT BEGIN DATE: 08/05/13

CONTACT NAME: DOUG SNOWER  
CONTACT PHONE: (312) 943-1500  
CONTACT E-MAIL: DOUG@GREENWHEELSUSA.CO

CONTRACT NO: 4017541  
PYMT TERMS: NONE  
DELIVERY: SPECIFIED ELSEWHERE  
VENDOR NO:  
BUSINESS CLASS CODE: NNLEN  
LEGAL STATUS: CORPORATION  
CONTRACT END DATE: 08/04/14

CONTACT FAX: (847) 831-0714

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T7160  
PAGE NO.: 00007

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00001	COMMODITY CODE: 5012-048-1038 VEHICLE, SUB-COMPACT, 4-DOOR, 100% BATTERY ELECTRIC	20.000	EACH	N/A	\$ 19,500.00000
	SPECIFICATIONS:				
	1. SUB-COMPACT AS CLASSIFIED BY THE U.S. DEPARTMENT OF ENERGY AND THE U.S. ENVIROMENTAL PROTECTION AGENCY IN THEIR PUBLISHED FUEL ECONOMY GUIDE				
	2. ALL STANDARD EQUIPMENT, NO DELETIONS				
	3. 100% ELECTRIC VEHICLE				
	4. LITHIUM BASED OR EQUIVALENT RECHARGEABLE BATTERIES				
	5. AUTOMATIC TRANSMISSION				
	6. ANTI-LOCK BRAKING SYSTEM (ABS)				
	7. POWER STEERING				
	8. AIR CONDITIONING				
	9. REAR WINDOW DEFROSTER				
	10. DRIVER AND FRONT PASSENGER AIR BAGS				
	11. SEATING FOR FOUR (4) PEOPLE MINIMUM				
	12. VEHICLE SHALL MEET ALL FMVSS REQUIREMENTS				
	STANDARD COLORS AVAILABLE:				
	EXTERIOR		INTERIOR		
	SILVER		GREY		
	WHITE				
	VENDOR: GREEN WHEELS LTD				
	:				
	CONTRACT NO: 4017541				
	BRAND: MITSUBISHI		MODEL: IMIEV		
00002	COMMODITY CODE: 5012-055-0011 OPTION, LEVEL 3 CHARGING CAPABILITIES FOR ABOVE REFERENCED VEHICLE	1.000	EACH	N/A	\$ 840.00000
	VENDOR: GREEN WHEELS LTD				
	:				
	CONTRACT NO: 4017541				
00003	COMMODITY CODE: 5012-055-0500 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF ONE (1) VEHICLE TO A LOCAL GOVERNMENTAL UNIT.	1.000	EACH	N/A	\$ 275.00000
	VENDOR: GREEN WHEELS LTD				
	:				
	CONTRACT NO: 4017541				
00004	COMMODITY CODE: 5012-055-0501 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF A MINIMUM OF TWO OR MORE VEHICLES TO A LOCAL GOVERNMENTAL UNIT.	1.000	EACH	N/A	\$ 225.00000
	VENDOR: GREEN WHEELS LTD				
	:				
	CONTRACT NO: 4017541				
00005	COMMODITY CODE: 5012-048-1039 VEHICLE, COMPACT, 4-DOOR, 100% BATTERY ELECTRIC,	20.000	EACH	N/A	\$ 32,105.00000
	SPECIFICATIONS:				
	1. COMPACT AS CLASSIFIED BY THE U.S. DEPARTMENT OF ENERGY AND THE U.S. ENVIROMENTAL PROTECTION AGENCY IN				

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T7160  
PAGE NO.: 00008

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00005	<p>CONTINUED.... THEIR PUBLISHED FUEL ECONOMY GUIDE 2. ALL STANDARD EQUIPMENT, NO DELETIONS 3. 100% ELECTRIC VEHICLE 4. LITHIUM BASED OR EQUIVALENT RECHARGEABLE BATTERIES 5. AUTOMATIC TRANSMISSION 6. ANTI-LOCK BRAKING SYSTEM (ABS) 7. POWER STEERING 8. AIR CONDITIONING 9. REAR WINDOW DEFROSTER 10. DRIVER AND FRONT PASSENGER AIR BAGS 11. SEATING FOR FOUR (4) PEOPLE MINIMUM 12. VEHICLE SHALL MEET ALL FMVSS REQUIREMENTS</p> <p>STANDARD COLORS AVAILABLE; EXTERIOR INTERIOR  WHITE LT. STONE SILVER LT. GREEN BLUE BLACK</p> <p>VENDOR: GREEN WHEELS LTD : CONTRACT NO: 4017541 BRAND: FORD MODEL: FOCUS</p>				
00007	<p>COMMODITY CODE: 5012-055-0500 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF ONE (1) VEHICLE TO A LOCAL GOVERNMENTAL UNIT.</p> <p>VENDOR: GREEN WHEELS LTD : CONTRACT NO: 4017541</p>	1.000	EACH	N/A	\$ 275.00000
00008	<p>COMMODITY CODE: 5012-055-0501 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF A MINIMUM OF TWO OR MORE VEHICLES TO A LOCAL GOVERNMENTAL UNIT.</p> <p>VENDOR: GREEN WHEELS LTD : CONTRACT NO: 4017541</p>	1.000	EACH	N/A	\$ 225.00000
00009	<p>COMMODITY CODE: 5012-048-1041 AUTOMOBILE, MID-SIZE OR LARGER, 4-DOOR, 100% BATTERY ELECTRIC</p> <p>SPECIFICATIONS: 1. MID-SIZE OR LARGER AS CLASSIFIED BY THE U.S. DEPARTMENT OF ENERGY AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THEIR PUBLISHED FUEL ECONOMY GUIDE 2. ALL STANDARD EQUIPMENT, NO DELETIONS 3. 100% ELECTRIC VEHICLE 4. LITHIUM BASED OR EQUIVALENT RECHARGEABLE BATTERIES 5. AUTOMATIC TRANSMISSION 6. ANTI-LOCK BRAKING SYSTEM (ABS) 7. POWER STEERING 8. AIR CONDITIONING 9. REAR WINDOW DEFROSTER 10. DRIVER AND FRONT PASSENGER AIR BAGS 11. SEATING FOR FOUR (4) PEOPLE MINIMUM</p>	20.000	EACH	N/A	\$ 26,485.00000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T7160  
PAGE NO.: 00009

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00009	CONTINUED.... 12. VEHICLE SHALL MEET ALL FMVSS REQUIREMENTS  STANDARD COLORS AVAILABLE: EXTERIOR INTERIOR  SILVER GREY WHITE BLACK BLUE RED DRK GREY  VENDOR: GREEN WHEELS LTD : CONTRACT NO: 4017541 BRAND: NISSAN MODEL: LEAF				
00010	COMMODITY CODE: 5012-055-0011 OPTION, LEVEL 3 CHARGING CAPABILITIES FOR ABOVE REFERENCED VEHICLE  VENDOR: GREEN WHEELS LTD : CONTRACT NO: 4017541	1.000	EACH	N/A	\$ 1,120.00000
00011	COMMODITY CODE: 5012-055-0500 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF ONE (1) VEHICLE TO A LOCAL GOVERNMENTAL UNIT.  VENDOR: GREEN WHEELS LTD : CONTRACT NO: 4017541	1.000	EACH	N/A	\$ 275.00000
00012	COMMODITY CODE: 5012-055-0501 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF A MINIMUM OF TWO OR MORE VEHICLES TO A LOCAL GOVERNMENTAL UNIT.  VENDOR: GREEN WHEELS LTD : CONTRACT NO: 4017541	1.000	EACH	N/A	\$ 225.00000

Council Bill/General Ordinance No.: 3016-2014  
Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by deleting one on-street stall at 848 - 15<sup>th</sup> Street and adding, in lieu thereof, two on-street stalls at 848 - 15<sup>th</sup> Street.

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," is hereby amended to delete "one on-street stall at 848 - 15<sup>th</sup> Street" and replace it with:

two on-street stalls at 848 - 15<sup>th</sup> Street.

**Section 2** – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

**Section 3** – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/General Ordinance No.: 3017-2014  
Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by including one on-street stall on the east side of 7<sup>th</sup> Street from 18<sup>th</sup> Avenue south to the alley.

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," is hereby amended to include the following when appropriate signs are posted:

one on-street stall on the east side of 7<sup>th</sup> Street from 18<sup>th</sup> Avenue south to the alley

**Section 2** – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

**Section 3** – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/General Ordinance No.: 3018-2014

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by including one on-street stall on 17<sup>th</sup> Street, east side, a distance of approximately 100 feet north of River Drive.

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

**Section 1** – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," is hereby amended to include the following when appropriate signs are posted:

one on-street stall on 17<sup>th</sup> Street, east side, a distance of approximately 100 feet north of River Drive.

**Section 2** – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

**Section 3** – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 4031-2014

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Broken Saddle Grand Opening scheduled for Saturday, August 16, 2014.

\_\_\_\_\_

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, August 16, 2014, from 8:00 a.m. to Sunday, August 17, 2014 9:00 a.m.

Alley in the 400 block between 14<sup>th</sup> and 15<sup>th</sup> Streets,  
the closure to be from the westernmost side of 15<sup>th</sup> Street to  
the west end of Bier Stube Biergarten.

It shall be an offense to use said roadways for vehicular purposes during times herein specified.

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Ordinance No.: 4032-2014

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Barrel House Anniversary Party to be held on Saturday, August 23, 2014.

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Friday, August 22, 2014, from 6:00 p.m. until Sunday, August 24, 2014 at 11:00 a.m.

T – Parking Lot

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Special Ordinance No.: 4033-2014  
Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the sale of two surplus vehicles to the City of Sherrard for \$8,367.34.

WHEREAS, the City of Sherrard inquired about purchasing two of the remaining surplus vehicles for use in its community; and

WHEREAS, Fleet Services has analyzed the proceeds of comparable units sold and units with comparable mileage and condition sold at an average sale price of \$4,183.67 each; and

WHEREAS, Fleet Services staff recommends the sale of two surplus Crown Victoria Police Interceptors to the City of Sherrard for \$8,367.34.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to sell two surplus Crown Victoria Police Interceptors to the City of Sherrard for \$8,367.34.

**Section 2** – That this ordinance shall not constitute a repeal of any or all ordinances in conflict herewith, but shall be constituted as a one-time variance with regard to such confliction ordinance or resolution.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Special Ordinance No. 4034-2014

Sponsor: \_\_\_\_\_

AN ORDINANCE

AUTHORIZING the City of Moline, Rock Island County, Illinois, to borrow funds from the Water Pollution Control Loan Program.

---

WHEREAS, the City of Moline, Rock Island County, Illinois (“City of Moline”), operates its sewerage system (“the System”) and in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the Mayor and City Council of the City of Moline (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interests of the public health, safety, and welfare to improve the System, including the following:

Comprehensive renovation and upgrade of the North Slope Wastewater Treatment Plant including but not limited to a new influent pumping and screening building, clarifier modifications, aeration tank modification to conventional activated sludge, two new final clarifiers, new RAW/WAS pumping building, new chlorine contact tank, excess flow tank modifications, additions to the bio-solids storage and handling facilities and a new control building;

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Moline, which Project has a useful life of fifty years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$47,382,100, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Moline from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Moline is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$44,400,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Moline shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Moline and the Illinois Environmental Protection Agency.

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

**SECTION 1. INCORPORATION OF PREAMBLES.** That the Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

**SECTION 2. DETERMINATION TO BORROW FUNDS.** That it is necessary and in the best interests of the City of Moline to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Moline in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$44,400,000.

**SECTION 3. ADDITIONAL ORDINANCES.** That the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Moline may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Moline to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

**SECTION 4. LOAN NOT INDEBTEDNESS OF CITY OF MOLINE.** That repayment of the loan to the Illinois Environmental Protection Agency by the City of Moline pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City of Moline within the meaning of any constitutional or statutory limitation.

**SECTION 5. APPLICATION FOR LOAN.** That the Utilities General Manager is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

**SECTION 6. ACCEPTANCE OF LOAN AGREEMENT.** That Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

**SECTION 7. AUTHORIZATION OF MAYOR AND CITY CLERK TO EXECUTE LOAN AGREEMENT.** That the Mayor and City Clerk are hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor and City Clerk for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

**SECTION 8. SEVERABILITY.** That if any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 9. REPEALER.** That all ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

STATE OF ILLINOIS        )  
  )  
ROCK ISLAND COUNTY    )        SS

I, Tracy A. Koranda, City Clerk for the City of Moline, County of Rock Island, State of Illinois, do hereby certify that the foregoing Ordinance, Special Ordinance \_\_\_\_\_-2014 is a true and correct copy of the original Ordinance passed by the City Council of the City of Moline, Illinois, at a meeting duly convened and held on the \_\_\_\_\_ day of August, 2014.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the corporate seal of the City of Moline, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Tracy A. Koranda  
City Clerk

(Seal)

Council Bill/Special Ordinance No. 4035-2014

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

APPROVING the preliminary plat for Calvary First Addition (*Calvary Church of the QC, 4700 53<sup>rd</sup> Street, Moline*).

\_\_\_\_\_

WHEREAS, an application has been made to the City of Moline by Calvary Church of the QC for preliminary approval of a plat entitled Calvary First Addition; and

WHEREAS, the Plan Commission of the City of Moline met in an open meeting on July 9, 2014 to consider said preliminary plat; and

WHEREAS, the Plan Commission has approved said preliminary plat subject to certain conditions as not conflicting with the Official Map of the City of Moline; and

WHEREAS, this Council's Committee of the Whole met in an open meeting on July 22, 2014 to consider said plat and has preliminarily approved said plat subject to certain conditions.

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

**Section 1** – That the preliminary plat of Calvary First Addition filed with the City on May 2, 2014, which plat is a preliminary plat of property described as follows:

Part of Out Lot 2 of the Third Addition to Heritage Subdivision and part of Section 14, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian to the City of Moline, Illinois,

be and the same is hereby approved.

**Section 2** – That said preliminary approval is given even though said approval is at variance with a literal application of the Subdivision Regulations of the City of Moline; and strict adherence to certain provisions of said subdivision regulations would constitute an undue hardship with respect to applicant; and this Council hereby grants variances of the following provisions as part and parcel of this preliminary approval:

1. A variance of Section 29-3119, "SIDEWALKS," of the Moline Code of Ordinances, to delay installation of public sidewalks on the east side of 53<sup>rd</sup> Street and on the south side of 52<sup>nd</sup> Avenue until Lot 2 is developed. The developer shall, however, install sidewalks on the west side of 53<sup>rd</sup> Street and the north side of 52<sup>nd</sup> Avenue at the time these streets are constructed and in accordance with applicable City regulations; and
2. A variance of Section 29-3127, "WATER FACILITIES," of the Moline Code of Ordinances, to delay water main installation until any new building construction is initiated in the subdivision; and

3. A variance of Section 29-3129, "SANITARY SEWERS," of the Moline Code of Ordinances, to delay installation of sanitary sewer main until such time that 52<sup>nd</sup> Avenue is extended to the east along the southerly portion of Calvary Addition.

**Section 3** – That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith, but shall be construed as a one time variance with regard to such conflicting ordinances or resolutions.

**Section 4** – That this ordinance shall be effective from and after approval; provided, however, that said preliminary approval as set forth hereinabove shall be null and void if a final plat has not been approved and recorded within twelve months from the date of this ordinance.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**SUBDIVISION AREAS:**

TOTAL AREA: 80.024 ACRES +/-  
 LOT 1: 35.488 ACRES  
 LOT 2: 15.612 ACRES  
 LOT 3: 12.782 ACRES  
 OUTLOT A: 3.957 ACRES  
 OUTLOT B: 3.118 ACRES  
 53rd STREET R-O-W: 5.051 ACRES  
 49th AVENUE R-O-W: 1.954 ACRES  
 52nd AVENUE R-O-W: 2.062 ACRES

**PLAT INFORMATION**

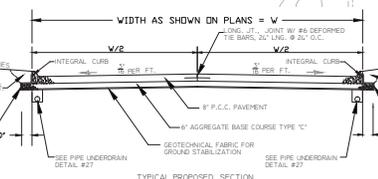
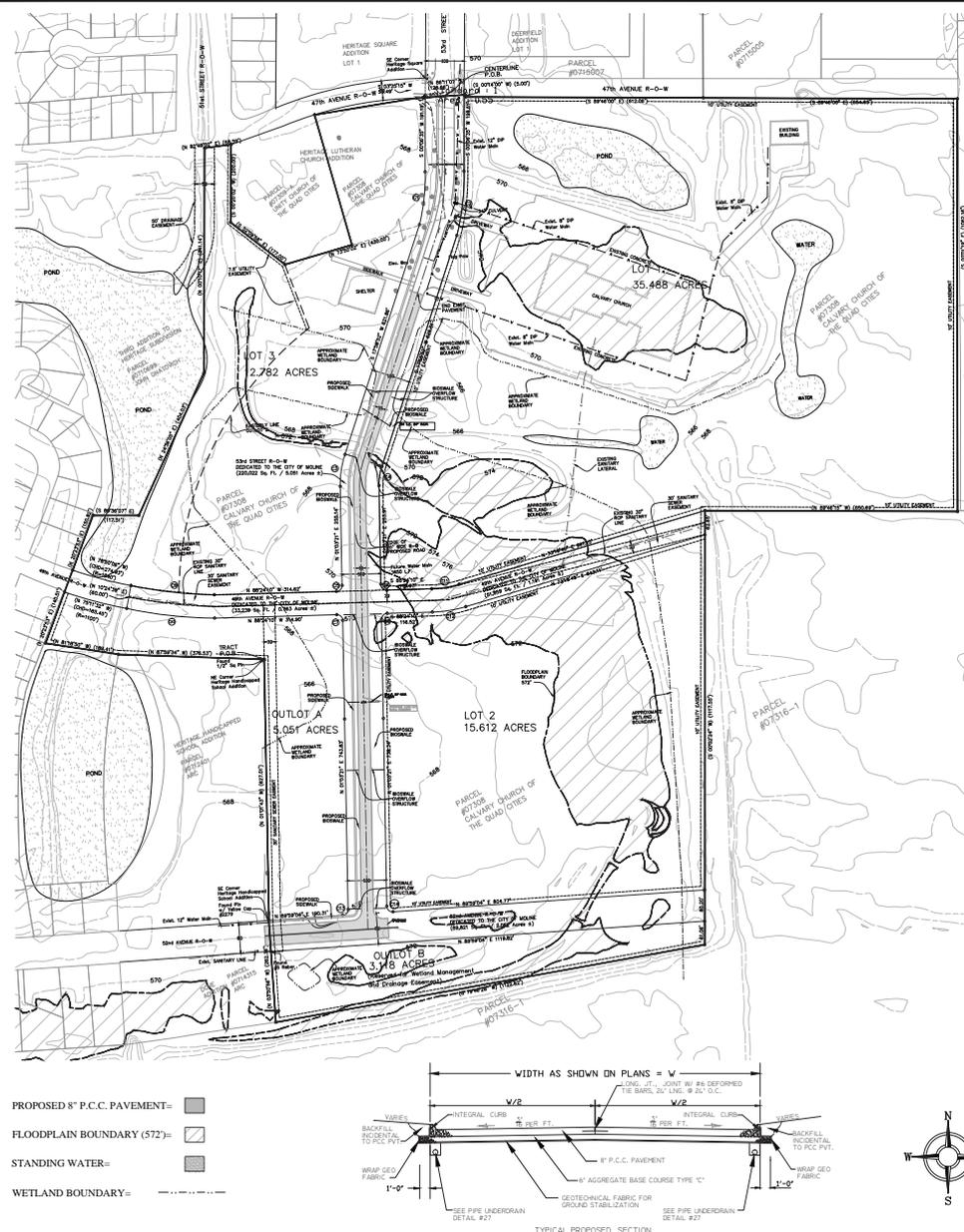
- |  |  |
|--|--|
| 1. Owner:<br>Calvary Church of the QC<br>4700 53rd Street<br>Moline, IL 61265<br>Ph: (309) 762-4166          | 3. Surveyor:<br>Charles G. Lehman<br>2 Timber Ridge Drive<br>Coal Valley, IL 61240<br>Ph: (563) 340-9448 |
| 2. Engineer:<br>Townsend Engineering<br>2224 East 12th Street<br>Davenport, Iowa 52803<br>Ph: (563) 386-4236 | 4. Attorney:<br>Thomas Blade<br>620 17th Street<br>Moline, IL 61265<br>Ph: (309) 762-3900                |

**VARIANCE NOTES:**

- a. Sec 29-3113. SIDEWALKS  
 Sidewalks are required on both sides of the streets, at the time the lot is developed or prior to an occupancy permit.
- VARIANCE: Sidewalk shall be constructed along the west side of 53rd Street and the north side of 52nd Avenue, providing a pedestrian connection from 47th Avenue to 52nd Avenue. The east sidewalk shall be completed at the time Lot 2 is developed.
- b. Sec 29-3127. WATER FACILITIES  
 A complete water distribution system adequate to serve all lots within the subdivision is required.
- VARIANCE: Water main installation shall be delayed until new building construction is initiated with the subdivision. When the Owner proceeds with construction of any new buildings within the subdivision, the water main will be extended from its existing dead end at 4700 53rd Street to the dead end at the westerly end of 52nd Avenue.
- c. Sec 29-3129. SANITARY SEWERS and Sec. 29-3130 WHEN PUBLIC SYSTEM AVAILABLE.  
 Shall provide sewer to all lots within the subdivision.
- VARIANCE: Sanitary sewer installation shall be delayed until such time that 52nd Avenue is extended to the east along the southerly portion of Calvary Addition.

**LEGEND**

- PROPERTY BOUNDARY
  - EXISTING FENCE
  - EXISTING CONTOUR LINE
  - PROPOSED CONTOUR LINE
  - EXISTING SANITARY
  - EXISTING STORM SEWER
  - PROPOSED STORM SEWER
  - EXISTING WATER LINE
  - FUTURE WATER LINE
  - FOUND PROPERTY PIN
  - EXISTING UTILITY POLE
  - PROPOSED LIGHT POLE
  - EXISTING TREE
  - EXISTING BUSH
  - EXISTING MANHOLE
  - EXISTING FIRE HYDRANT
  - EXISTING GAS VALVE
  - EXISTING WATER VALVE
- PROPOSED 8" P.C.C. PAVEMENT= [Symbol]
- FLOODPLAIN BOUNDARY (572)= [Symbol]
- STANDING WATER= [Symbol]
- WETLAND BOUNDARY= [Symbol]



**GRAPHIC SCALE**  
 150 0 75 150  
 ( IN FEET )  
 1" = 150' (24x36)

**PRELIMINARY PLAT  
 CALVARY CHURCH ADDITION**  
 PART OF OUT LOT 2 OF THE THIRD ADDITION  
 TO HERITAGE SUBDIVISION AND PART OF  
 SECTION 14, TOWNSHIP 17 NORTH, RANGE 1  
 WEST OF THE 4th PRINCIPAL MERIDIAN  
 TO THE CITY OF MOLINE, IL



**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	137.33	525.00	14°59'14"	136.94	S06°07'08"W
C2	166.11	625.00	15°13'41"	165.63	S06°21'48"W
C3	83.06	250.00	19°03'13"	82.68	S08°27'45"W
C4	49.84	150.00	19°02'13"	49.61	S08°27'45"W
C5	23.42	15.00	89°27'31"	21.11	S43°40'24"W
C6	23.70	15.00	90°32'29"	21.31	S46°19'36"E
C7	23.70	15.00	90°32'29"	21.31	S46°19'36"E
C8	23.42	15.00	89°27'31"	21.11	S43°40'24"W
C9	216.78	1040.00	11°56'33"	216.38	S83°39'14"E
C10	228.34	1100.00	11°53'36"	227.93	S83°44'00"E
C11	71.58	270.00	15°11'20"	71.37	N80°48'30"E
C12	87.48	330.00	15°11'20"	87.23	N80°48'30"E
C13	22.79	15.00	87°02'25"	20.66	S42°27'51"W
C14	24.34	15.00	92°57'25"	21.75	S47°32'09"E

**NOTES:**

DIMENSIONS ALONG CURVES ARE ARC DISTANCES.  
 MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.  
 ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.  
 COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING WITH SAME, AND AT ONCE REPORT ANY DIFFERENCE.  
 THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.  
 ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MOLINE STANDARD SPECIFICATIONS.  
 BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.  
 THE SUBJECT PROPERTY IS ZONED R-2; SINGLE FAMILY RESIDENTIAL DISTRICT AND ADJOINING PROPERTIES ARE ZONED O-1; OFFICE DISTRICT TO THE NORTH, C-2; CONSERVATION DISTRICT TO THE SOUTH, SOUTHEAST AND NORTHWEST 8-4; INTENSIVE HIGHWAY DISTRICT TO THE NORTHEAST AND R-4; ONE TO SIX FAMILY DWELLING DISTRICT TO THE SOUTHWEST. ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL. IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.  
 PORTIONS OF SUBDIVISION LOCATED WITHIN FLOOD PLANS ARE PER FLOOD INSURANCE RATE MAP #17161C0329F, MAP REVISED APRIL 5, 2010.  
 BASE FLOOD ELEVATION FOR ZONE AE = 572 FEET (NAVD 88).  
 REMAINDER OF SUBDIVISION LOCATED WITHIN FEMA ZONE X.  
 OUTLOT B TO BE RESERVED FOR WETLAND MANAGEMENT AND DRAINAGE EASEMENT.  
 STORM WATER SHALL BE CONVEYED FROM STREET PAVING VIA BIOSWALES LOCATED BETWEEN BACK OF CURBS AND SIDEWALKS. EMERGENCY OVERFLOW STRUCTURES TO BE LOCATED IN SWALE TO PIPE STORM WATER PERPENDICULAR TO ROAD.

I HEREBY CERTIFY THAT THIS SURVEY OCCASION WAS PREPARED AND THE RELATED DATA WAS ACCURATELY OBTAINED AND THE USER OF THIS PLAT SHALL BE RESPONSIBLE FOR THE CURRENT LINES SHOWN FOR A BOUNDARY SURVEY.

CHARLES G. LEHMAN  
 LICENSE NO. 36-2816  
 BY LICENSE EXPIRES DATE: NOV. 30, 2014  
 PAGES COVERED BY THIS SEAL

DATE SURVEY WAS MADE: APRIL, 2014



DATE: 05-02-14  
 386 4236 386 4231  
 2224 East 12th Street, Davenport, IA 52803

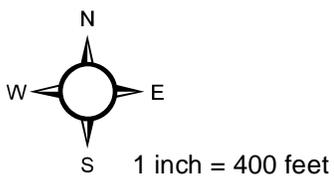
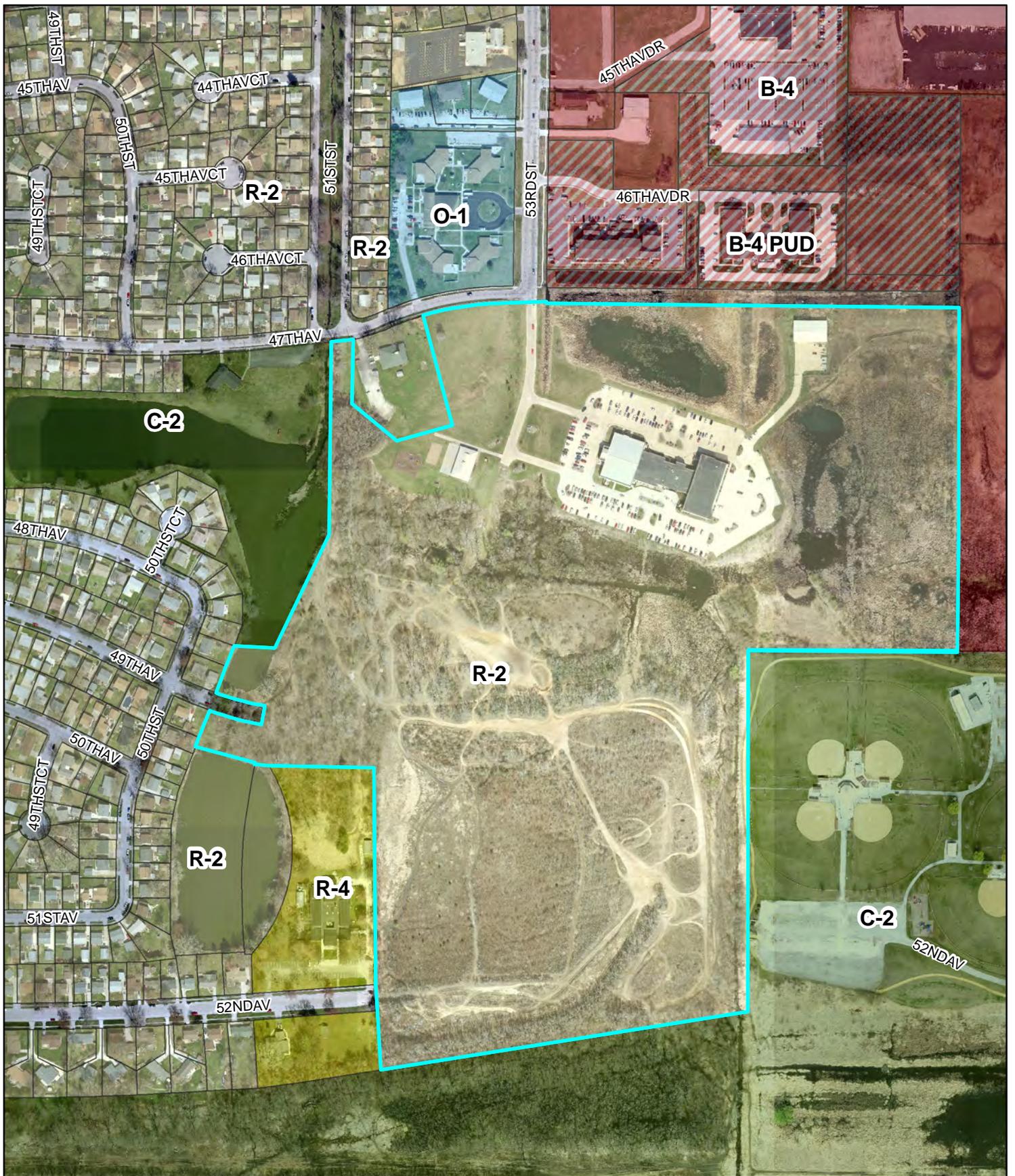
DRAWN BY: MDR  
 CHECKED BY: CRT, CGL  
 DRAWING LOCATION: S:\Calvary Church\Topo.dwg

REVISIONS		
REVISION NO.	DATE	DESCRIPTION
1	6-18-14	PER CITY COMMENTS OF 6-14

**Project:** Preliminary Plat  
 Calvary Church Addition  
 To The City of Moline, Illinois

**Developer:** Calvary Church of the Quad Cities  
 4700 53rd Street  
 Moline, IL 61265

**SHEET NO.**  
 1 of 1



ZONING AND TAX PARCEL MAP  
PC 14-03

City of Moline, Illinois  
Planning & Development Department  
Land Development Division

**STAFF REPORT**  
**Department of Planning and Development**  
**PC 14-03**  
**June 25, 2014**

**GENERAL INFORMATION**

Owner/Applicant: Calvary Church of the Quad Cities

Requested Action: Approve Preliminary Plat of Calvary Church Addition

Location: 4700-5100 block of 53<sup>rd</sup> Street

Size of Tract: 80 acres

Existing Land Use: Vacant (partial wetland and floodplain)

Existing Zoning: R-2 (One-Family Residence District)

Surrounding Land Uses: Residential, park, open space

**BACKGROUND**

Calvary Church, 4700 53<sup>rd</sup> Street, has approached the City with a request to extend 53<sup>rd</sup> Street through their property and connect it to 52<sup>nd</sup> Avenue. The church has said this would provide secondary access for their congregation and also prepare the site for construction of a future auditorium and worship center on the site. A copy of the conceptual master plan is attached.

The proposed preliminary plat includes three lots and two outlots ranging in size from 5 acres to 35 acres. The plat provides for construction and dedication of right-of-way for 53<sup>rd</sup> Street. It also dedicates right-of-way for a future extension of 49<sup>th</sup> Avenue and 52<sup>nd</sup> Avenue eastward, but does not include construction at this time.

**ANALYSIS**

The developer/owner is aware this is a sensitive area. Any disturbance of regulatory wetlands must be approved by the US Army Corps of Engineers. This is also a flood hazard area so the street and property cannot block, divert, or alter flood flows; and any new buildings must be elevated to at least one foot above base flood elevation in accordance with state and local standards. These conditions substantially limit the developable area within the subdivision.

Proposed lot sizes and layout meets subdivision and zoning requirements. The width of the proposed 53<sup>rd</sup> Street will match the existing width of 31 feet. The developer has applied for the following three (3) variances:

1. Sidewalks. Sidewalks are required on both sides of all streets at the time the lot is developed. The church proposes to construct a sidewalk on the west side of 53<sup>rd</sup> Street extended south and connect to existing sidewalk on the north side of 52<sup>nd</sup> Avenue. The church also proposes to defer construction of a sidewalk on the east side of 53<sup>rd</sup> Street until such time that Lot 2 is developed. At that time, the church will construct a sidewalk on the east side of 53<sup>rd</sup> Street from 47<sup>th</sup> Avenue southward and connect to the existing sidewalk on the south side of 52<sup>nd</sup> Avenue.
2. Water facilities. A complete water system adequate to serve all lots within the subdivision is required. The church requests to delay installation of water main until Lot 2 is developed and water service is needed for the development. At that time, the church will construct a new water main to complete the loop from existing dead-ends at 4700 53<sup>rd</sup> Street and the easterly end of 52<sup>nd</sup> Avenue.
3. Sanitary sewer. Sewer is required to all lots within the subdivision. The church requests to delay installation of sanitary sewer along 52<sup>nd</sup> Avenue until such time that 52<sup>nd</sup> Avenue is extended eastward along the southerly portion of the subdivision. The development on Lot 2 can be served by the existing sanitary sewer line on church property located in the proposed right-of-way for 49<sup>th</sup> Avenue.

Sec. 29-1105 of the subdivision code allows the Plan Commission to recommend a variance or modification to the City Council when there is an unnecessary hardship or topographical or other conditions peculiar to the site. A departure may be made without destroying the intent of such provision(s). City Administrator Lew Steinbrecher recommends approval of such variances in his letter dated June 4, 2014, and staff concurs. This is a large street extension with little area that can be developed to help recover costs from infrastructure. The intent of the subdivision code requirements is preserved because construction of the remaining sidewalk, water, and sewer mains is merely postponed and will occur when the property (Lot 2) is developed.

The most recent department comments are attached. All items have been addressed and/or agreed upon by the reviewing individuals.

### **CONSISTENCY WITH THE COMPREHENSIVE PLAN**

This property is located within the Deere Valley Planning District as identified by the Comprehensive Plan. The Future Land Use Plan at Chapter 10 recommends 'public and semi-public' land use on the subject property. This recommendation seems to anticipate an expansion of the Calvary Church facilities on this site. The Plan also recommends an extension of 53<sup>rd</sup> Street to 52<sup>nd</sup> Avenue. The proposal seems consistent with the Comprehensive Plan.

### **STAFF RECOMMENDATION**

Recommend approval of the Preliminary Plat for Calvary Church Addition, including temporary variances to delay construction of the remaining sidewalk, water main, and sanitary sewer main.

### **ATTACHMENTS**

Zoning and Tax Parcel map, Preliminary Plat, Staff comments, Subdivision application form, Interested Parties Disclosure, Variance request letter



June 18, 2014

Mr. Shawn Christ

619 16th Street  
Moline, IL 61265  
309-524-2030

Re: Calvary Church of the Quad Cities  
Preliminary Plat – Calvary Addition

Mr. Christ:

Please find two (2) full-size and one (1) half-size revised copies of the preliminary plat for Calvary Addition on 53<sup>rd</sup> Street in Moline, IL. The plat has been revised based on your emailed comments from the multiple City departments and the meeting with City staff on 6/2/14. This submittal also includes the formal request for variance discussed at said meeting. I will address the comments below:

**Planning and Development**

1. Minimum 15-foot curve radii were added to the intersections of rights-of-way lines at corner lots.
2. A note was added to Outlot B on the lot stating said Outlot will be reserved for wetland management and drainage easement.
3. The owner is completing the interested Party Disclosure Form.
4. A sidewalk was added to the west side of 53<sup>rd</sup> Street extending southerly to the north side of 52<sup>nd</sup> Avenue, providing a connection to the existing sidewalk on 52<sup>nd</sup> Avenue. We are requesting a variance to defer the installation of sidewalk on the east side of the street until Lot 2 is developed per the submitted variance request and the “Agreement to Recommend Variance to Plan Commission and City Council as to Construction of 53<sup>rd</sup> Street Extension” dated June 4, 2014.
5. We are requesting a variance to defer the installation of water main per the submitted variance request and the “Agreement to Recommend Variance to Plan Commission and City Council as to Construction of 53<sup>rd</sup> Street Extension” dated June 4, 2014.
6. We are requesting a variance to defer the installation of sanitary sewer per the submitted variance request and the “Agreement to Recommend Variance to Plan Commission and City Council as to Construction of 53<sup>rd</sup> Street Extension” dated June 4, 2014.
7. Storm water will be handled through a 10’ wide bio-swale on each side of the road between the back of curb and sidewalk, or future sidewalk as the case may be. The swale will allow for infiltration and provide emergency overflow perpendicular to the road. This design was made based on feedback from Erica Williams and Jonathon Clark.



8. The floodplain boundaries have been shown with a thicker linetype. We have placed several culverts perpendicular to the road to allow free flow of water through the road grade. Generally the road has been raised to allow for passage during high water.
9. We are in the process of completing a Joint Application for US Army Corps and IL DNR approval. We have completed wetland delineation and designed the road alignment to avoid marked wetland as much as possible. An archaeological survey has been conducted on the site and no potentially significant archaeological resources were located.
10. We have thickened and darkened the lines showing the wetland boundary.
11. We have merged the sheets into a single plat.
12. We have thickened the 572' contour and labelled it more clearly in addition to hatching the boundary.
13. We have added to the notes referring to the development agreement and the request for variance.

**Engineering**

1. The right-of-way alignment has been revised per Scott Hinton's email of 5-14-14.

**Engineering - Environmental**

1. Please see Items #7 and #9 above.

**Public Works Water**

1. Please see items #5 and #6 above. The owner is requesting a variance to defer the installation of water main and sanitary sewer until development proceeds in Lot 2 and 52<sup>nd</sup> Avenue is extended east.

Please let me know if you have any questions or require additional information regarding the revisions. Thank you.

Sincerely,

Chris Townsend



Mr. Shawn Christ

619 16th Street  
Moline, IL 61265  
309-524-2030

Re: Request for Subdivision Code Variance  
53<sup>rd</sup> street and 52<sup>nd</sup> Avenue Extension

Mr. Christ:

This letter serves as a formal application for a Request for Subdivision Code Variance for the Calvary Church Addition to the City of Moline, Rock Island County, Illinois. The request is being made on behalf of the Owner, Calvary Church of the Quad Cities. Specifically we are requesting a variance from the following subdivision code:

a. Sec 29-3119. SIDEWALKS

Sidewalks are required on both sides of the streets, at the time the lot is developed or prior to an occupancy permit.

The Owner requests that the installation of sidewalk on the east side of proposed 53<sup>rd</sup> Street be deferred until Lot 2, located on the east side of the proposed road, is developed. It is the Owner's opinion that the requirement for a sidewalk on the east side of the proposed road is cost prohibitive at this time. Further, the sidewalk on the east side will not serve to facilitate pedestrian traffic as Lot 2 will not be developed for the foreseeable future and the sidewalk will have no destination. The owner will, however, construct sidewalk along the west side of 53<sup>rd</sup> Street and the north side of 52<sup>nd</sup> Avenue, providing a pedestrian connection from 47<sup>th</sup> Avenue to 52<sup>nd</sup> Avenue. The west sidewalk will be completed in conjunction with the construction of 53<sup>rd</sup> Street and 52<sup>nd</sup> Avenue Extensions.

b. Sec 29-3127. Water FACILITIES

A complete water distribution system adequate to serve all lots within the subdivision is required.

The Owner requests to delay the installation of water main for Calvary Addition until new building construction is started on Lot 2. At this time the extension of water main from the existing church south to 52<sup>nd</sup> Avenue is cost prohibitive for the owner and will not serve any buildings within the subdivision. When the Owner proceeds with construction of any new buildings within the subdivision, the water main will be extended from its existing dead end at 4700 53<sup>rd</sup> Street to the dead end at the westerly end of 52<sup>nd</sup> Avenue.



- c. Sec 29-3129. SANITARY SEWERS and Sec. 29-3130 WHEN PUBLIC SYSTEM AVAILABLE.

Shall provide sewer to all lots within the subdivision.

The Owner requests to delay the installation of sanitary sewer until such time that 52<sup>nd</sup> Avenue is extended to the east along the southerly portion of Calvary Addition. Installation of said sanitary sewer is cost prohibitive to the Owner. In addition there are no immediate plans to extend 52<sup>nd</sup> Avenue paving to the east.

It is the Owner's opinion that the variances requested above do not significantly alter the code provisions referenced above given the fact that the owner agrees to adhere to the provisions as outlined as development progresses in the subdivision. We have attached a copy of "Agreement to Recommend variance to Plan Commission and City Council as to Construction of 53<sup>rd</sup> Street Extension" dated June 4, 2014 for your reference.

Sincerely,

Chris Townsend  
Professional Engineer



Lewis J. Steinbrecher  
City Administrator

619 16<sup>th</sup> Street  
Moline, Illinois 61265

Phone: 309.524.2004  
Email:  
[lsteinbrecher@moline.il.us](mailto:lsteinbrecher@moline.il.us)

June 4, 2014

Pastor Tim Bowman  
Senior Pastor  
Calvary Church of the Quad Cities  
4700 53<sup>rd</sup> Street  
Moline, Illinois 61265

**Re: Agreement to Recommend Variance to Plan Commission and City Council as to Construction of 53<sup>rd</sup> Street Extension**

Dear Pastor Bowman:

Thank you for meeting with me and City staff on Tuesday, June 3, 2014. We understand and appreciate your concerns about the cost of installing sanitary sewer and water utilities in the new street that you wish to build. We are also aware that you plan to construct the street before there is a need for such utilities since you do not plan to build on the property being served by the new street for some time and until additional funds are raised. At the same time, as you understand and appreciate, it is important to ensure land development that meets City standards and requirements and provides for quality growth and sufficient infrastructure. Therefore, I am writing to memorialize the agreement we reached today as to your project. I have also incorporated information as to how to apply for a variance as there is no formal variance application for a subdivision variance.

1. You will proceed with your request to extend 53<sup>rd</sup> Street south to 52<sup>nd</sup> Avenue. You will install sidewalk on the west side of the new extension of 53<sup>rd</sup> Street and connect it with the sidewalk on the north side of 52<sup>nd</sup> Avenue. The street extension will be built to City standards, which will be at the same width (31 feet) as the existing street to the north to 47<sup>th</sup> Avenue. The street construction will also include installation of storm sewer.
2. You will apply for a variance to delay the installation of sidewalk on the east side of 53<sup>rd</sup> Street and to delay installation of water main along 53<sup>rd</sup> Street until you proceed with construction of any new buildings, likely a new worship center, on the site. All plans for that construction must include installation of a sidewalk on the east side of 53<sup>rd</sup> Street as well as water main connected from the current dead end location to the connection at 52<sup>nd</sup> Avenue. Additionally, you will request to delay installation of sanitary sewer until such time that 52<sup>nd</sup> Avenue is extended across the Church's property.
3. The variance request shall be submitted in writing in letter form to Land Development Manager Shawn Christ along with a preliminary plat and the application fee of \$360.00. The preliminary plat should specifically reference the requested permanent and temporary variances. This will be included as part of Plan Commission's recommendation to the City Council.

4. The variance request shall ask for a variance to the following specific subdivision code requirements:

a. Sec. 29-3119. SIDEWALKS

Sidewalks are required on both sides of all streets, at the time the lot is developed or prior to an occupancy permit.

b. Sec. 29-3127 WATER FACILITIES

A complete water distribution system adequate to serve all lots within the subdivision is required.

c. Sec. 29-3129 SANITARY SEWERS and Sec. 29-3130 WHEN PUBLIC SYSTEM AVAILABLE

Shall provide sewer to all lots within the subdivision.

Sec. 29-1105 of the Code of Ordinances discusses variances to the subdivision code. A "departure" may be made *without destroying the intent of such provision because of topographical or other conditions peculiar to the site*. It is my opinion that the conditions surrounding this project would meet the intent of the variance and, subject to the terms in this letter, it will be staff's recommendation to the Plan Commission and to City Council that your request be approved. Ultimately, however, it is the Plan Commission's recommendation and the City Council's decision to approve or deny your request.

Furthermore, as we discussed on June 3<sup>rd</sup>, in accordance with the existing Development Agreement between the City and Calvary Church, there will be no additional tap-on fees charged for any future connections to the water and sanitary sewer systems as the original tap-on fees for the first building covered the entire parcel (that was later split into two parcels).

If you agree to request the variance under the above terms, please sign below and return the letter to me. The City will then await receipt of your variance application. You may wish to attach a copy of this letter to your application.

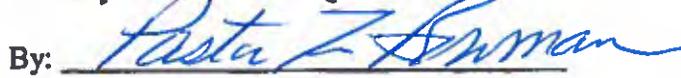
Very truly yours,

CITY OF MOLINE, ILLINOIS

By:   
Lewis J. Steinbrecher  
City Administrator

Calvary Church of the Quad Cities agrees to request a variance subject to the terms contained in this letter.

Calvary Church of the Quad Cities

By:   
Tim Bowman, Senior Pastor

Dated: June 4, 2014

Council Bill/Special Ordinance No.: 4036-2014

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an IMPACT Memorandum of Understanding for the North Slope Waste Water Treatment Plant Improvement Project; and

DIRECTING City staff to include a requirement of an IMPACT Memorandum of Understanding in any bid specifications for the North Slope Waste Water Treatment Plant Improvement Project.

\_\_\_\_\_

WHEREAS, the City Council desires to build the North Slope Waste Water Treatment Plant in a cost efficient and effective manner; and

WHEREAS, Illowa Construction Labor and Management Council (Illowa) requests the City of Moline to enter into an IMPACT Memorandum of Understanding for the construction of the North Slope Waste Water Treatment Plant Improvement Project; and

WHEREAS, the City Council has determined and hereby expressly finds that the IMPACT agreement will provide increased contractor productivity through the employment of craftsmen who have completed an accredited apprenticeship program and will promote labor stability by ensuring that labor work stoppages, labor job disruption, and labor strikes do not occur for any reason.

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

**Section 1** – That the Mayor and City Clerk are authorized to execute an IMPACT Memorandum of Understanding for the North Slope Waste Water Treatment Plant Improvement Project; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

**Section 2** – That City staff is hereby directed to include in any bid specifications a requirement that the successful bidder shall enter into an IMPACT agreement in any bid specifications for the North Slope Waste Water Treatment Plant Improvement Project.

**Section 3** – That a copy of said agreement shall be included in the bid specifications if and only if such agreement will not jeopardize or otherwise negatively affect or impact any funding or funding source otherwise available to fund the project; however, if the loss of funding can be avoided by correcting or changing the requirements of the agreement and the City still receives the funding, then the agreement shall be included.

**Section 4** – That this ordinance is an exercise of the City’s home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution, and shall therefore take precedence over any conflicting State statutes or rules.

**Section 5** – That this ordinance shall not constitute a repeal of any or all ordinance in conflict herewith, but shall be construed as a one-time variance with regard to such confliction ordinance or resolutions.

**Section 6** – That this ordinance shall be in full force and effect from and after passage; approval; and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**ILLOWA CONSTRUCTION  
LABOR AND MANAGEMENT COUNCIL**

**IMPACT™**

MEMORANDUM OF UNDERSTANDING

**City of Moline**

**North Slope Wastewater Treatment Plant Improvements  
Moline, Illinois**

## MEMORANDUM OF UNDERSTANDING

For construction of facilities located within the nine (9) county areas of Illinois and Iowa and represented by the Illowa Construction Labor and Management Council. These counties are Rock Island, Henry, Mercer, Knox, Warren and Henderson in Illinois and Muscatine, Scott and Clinton in Iowa.

This Memorandum of Understanding is between the signatory parties as listed on the signature page herein and has been developed in a mutually satisfactory manner to better service the needs of the construction consumer and to give the consumer the best overall value for their construction dollar.

In an effort to assure any client of our signatory employers that there is a sincere effort to efficiently address the construction needs of a project, **the signatories to this document will provide the following:**

1. Increased productivity through the employment of craftsmen who have either completed an accredited apprenticeship program or are currently registered in such a program and are under the direct supervision of a certified trained craftsman.
2. Work stoppages, job disruptions or strikes will not occur for any reason on any project site covered by this **IMPACT** Agreement. Any economic disputes will be handled in accordance with the provisions of Article XIV.
3. All parties shall follow all recognized ethical standards and procedures in soliciting bids and performing all work.
4. A pre-construction meeting as outlined in Article V, shall be scheduled for each **IMPACT** project.
5. The unions and contractors agree to abide by all Federal, State and Local safety regulations as they apply to the construction process.

**ARTICLE I  
RECOGNITION**

It is agreed between the Unions and the Illowa Construction Labor and Management Council or any other signatory employer that this Memorandum of Understanding is applicable to any construction project within the geographical jurisdiction of the Illowa Construction Labor and Management Council, when said project is assigned and signed for by the owner as an **IMPACT** Project.

1. The owner recognizes the unions herein as duly constituted for the purpose of bargaining collectively and administering this memorandum for the members affiliated with the various international unions.
2. All contractors and/or contractors acting as Construction Managers shall be signatory and bound by the applicable local collective bargaining agreement(s) with the appropriate Tri-City Building and Construction Trades Council local union affiliated with the AFL-CIO. Any conflict between the terms of this Agreement and any local collective bargaining agreements, this Agreement shall govern.
3. When public funding is provided for a project, the owner will follow its normal bidding procedures and will include as a condition of the bid, that any bidder must be willing to sign a project specific agreement with the respective craft or be a craft user.

**ARTICLE II  
UNION SECURITY**

Any employee, who, at the time of employment, is a member in good standing of any AFL-CIO Building Trades Union shall be considered in compliance with the Union Security Article.

**ARTICLE III  
NON-DISCRIMINATION**

The unions and the employer agree to abide by all executive orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

**ARTICLE IV**  
**SCOPE OF WORK**

1. This memorandum covers all work assigned by the owner and/or Construction Manager to the contractor and performed by the employees of the contractors covered by this memorandum.
2. The unions and the contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of work necessary on the project with due consideration given to achieving the highest standards and harmonious working conditions herein. All subcontracting of work covered by this memorandum shall be limited to contractors signatory to this memorandum.

**This Memorandum of Understanding shall apply only to those projects set forth herein:**

**OWNER:**        City of Moline

**PROJECT:**     North Slope Wastewater Treatment Plant Improvements

**LOCATION:**    North of River Drive, Moline & East of Rock Island Border

**BID DATE:**    August 22, 2014

**ARTICLE V**  
**PRE-CONSTRUCTION MEETING**

In order to assure that all parties have a clear understanding of the construction project, IMPACT Agreement, and to promote labor and management cooperation, a pre-construction meeting shall be held with all signatory parties and the general contractor or construction manager prior to the start of the project. The general contractor or construction manager will discuss the scope of work, schedule, and specifications of the construction project.

**MANDATORY** pre-construction meeting outline:

- A. The Tri-City Building and Construction Trades Council and the Illowa Construction Labor & Managemet Council shall schedule a pre-construction meeting with the general contractor or construction manager. A notice stating the date, time and location of this conference will be sent to all crafts having jurisdiction on the project.
- B. Representatives of the general contractor or construction manager and Tri-Cty Building Trades Council will meet to discuss all aspects of construction, including the scope of work, schedules, jurisdiction, and all subcontractors participating in the construction project. All work assignments will adhere to prevailing trade agreements and local practices in the best interest of the project owner.

**ARTICLE VI**  
**UNION REPRESENTATIVE**

Local union business representatives shall be granted reasonable access to projects, subject to contractor and owner regulations.

**ARTICLE VII**  
**WAGES & BENEFITS**

Wage rates and payment of same shall be as set forth in the current labor agreement of the affiliated local union performing the work.

**ARTICLE VIII**  
**HOLIDAYS**

For the purpose of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate of double time: New Years Day, Memorial Day (as provided by federal law), July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

**ARTICLE IX**  
**SUPERVISION**

The designation, appointment and determination of the number of foremen/women and/or general foremen/women is the sole responsibility of the contractor.

**ARTICLE X**  
**WORK HOURS PER DAY**

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, inclusive, shall constitute a week's work. The regular starting time shall be seven (7) o'clock a.m. and the regular quitting time shall be Three-thirty (3:30) o'clock p.m.; lunch time shall be twelve (12) o'clock noon to twelve-thirty (12:30) o'clock p.m.

By mutual consent of the company and the union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

When so required, multiple shifts of eight (8) hours may be worked. Any shift premiums will be paid based on each respective crafts collective bargaining agreement. A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the union representative and shall not be considered as time worked. Local labor agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work under this memorandum.

All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate of double time.

**ARTICLE XI**  
**SAFETY**

The employees covered by the terms of this memorandum shall at all times, while in the employ of the company, be bound by the safety rules and regulations as established by the owner, company, applicable local or area collective bargaining agreement or applicable safety laws.

**ARTICLE XII**  
**APPRENTICES**

Apprentice ratios shall be as provided in each respective craft's local labor agreement. The unions agree that there may be times when the apprentice ratios may need to be adjusted to meet the needs of the owner, and agree that when such a need does arise, the unions and the contractor will negotiate such ratios on an as needed basis.

**ARTICLE XIII**  
HIRING AND TRANSFER OF EMPLOYEES

The contractor agrees to hire employees within the local union's geographic jurisdiction where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed. In addition, the contractor shall have the right to move foremen/women between jobs and/or local union jurisdictions. If a local union is unable to fill the request of the contractor for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays, and holidays excepted), the contractor may employ employees from any source.

**ARTICLE XIV**  
LOCKOUT OR WORK STOPPAGE

During the term of this Memorandum of Understanding, there shall be no lockout by the company and no work stoppages by the unions. Any employer signatory to this Memorandum of Understanding, shall work through any economic dispute and shall, upon completion of the negotiations, comply with any changes in the new agreement.

**ARTICLE XV**  
MANAGEMENT CLAUSE

In the exercise of its functions of management, the contractor shall have the right to:

1. Plan, direct and control the operation of all his/her work.
2. Hire employees and supervision.
3. Direct the workforce; assign employees and supervision to their jobs.
4. Discharge, suspend or discipline employees and supervisors for just cause.
5. Transfer, promote or demote employees and supervision.
6. Lay off employees and supervision because of lack of work or for other legitimate reasons.
7. Require employees and supervision to observe the contractor's rules and regulations not inconsistent with this memorandum.
8. Regulate the use of all equipment and other property of the contractor; decide the amount of equipment to be used, and the number of employees needed.
9. Shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained.

The contractor will not use these rights for the purpose of discrimination against any employee.

**ARTICLE XVI**  
ADMINISTRATIVE PROCEDURES

Extensions of the Memorandum of Understanding shall be on a location-to-location basis and shall be sought for each location. Owners and Contractors awarding work to a sub-contractor must be sure that the sub-contractor has and will comply with this Memorandum of Understanding and be in possession of it with permission to utilize it at the start of the project.

In the event that the bidding contractors, after contacting suggested specialty contractors, are unable to receive at least two competitive bids, the bidding contractors, after notifying the respective trade representative, will be allowed to use the service of any bidder that is willing to sign a project specific agreement with the respective craft.

In the event that a particular project has any unique or specialty work operations not normally performed by contractors or sub-contractors in the Illowa Construction Labor and Management Council's geographic area then the requirement of a responsible sub-contractor to make application for this Memorandum of Understanding and be in possession of same may be waived by mutual consent of all parties involved in the particular work operation.

**ARTICLE XVII**  
ENFORCEMENT

Owners and Contractors grant and authorize the Illowa Construction Labor and Management Council to take the necessary measures to enforce the terms of this Agreement.

**ARTICLE XIII**  
**DURATION OF AGREEMENT**

This Memorandum of Understanding becomes effective on \_\_\_\_\_ and shall continue in effect until the particular project has been completed. Changes may be made at any time by mutual written consent.

**ARTICLE XIX**  
**GENERAL SAVINGS CLAUSE**

Any provisions in this memorandum which are in contravention of any federal, state, local or county regulations or laws affecting all or part of the limits covered by this memorandum shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this memorandum, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the memorandum within the limits to which such law or regulation is applicable.

**ILLOWA CONSTRUCTION LABOR  
AND MANAGEMENT COUNCIL**

**OWNER**

\_\_\_\_\_  
**Co-Chairman -- Labor**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Co-Chairman -- Management**

**City of Moline**  
**619 16<sup>th</sup> Street**  
**Moline, Illinois**

**GENERAL CONTRACTOR**

\_\_\_\_\_  
**Name/Title**

**DATE:** \_\_\_\_\_