

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, April 10, 2012

Oath of Office

Oath of office for regular commissioned appointment as a Police Officer to Nickolas J. Wade and Jennifer L. Dobosz effective April 4, 2012 (hire date April 4, 2011).

Questions on the Agenda

Agenda Items

1. **Preliminary & Final Planned Unit Development (PUD) Plan – McDonald’s, 2701 69th Avenue Court** (Shawn Christ, Land Development Manager)
2. **An Agreement between Moline and East Moline permitting East Moline to purchase motor fuel from Moline’s Public Works facility.** (J.D. Schulte, Fleet Manager)
3. **Authorization to cede 2012 Home Rule Volume Cap** (Kathy Carr, Finance Director)
4. **A request from the Quad City Civic Center Authority for \$37,738.00 from the Capital Improvement Project Reserve Account (CIPRA).** (Kathy Carr, Finance Director)
5. **2012 US Department of Justice JAG Grant** (Kim Hankins, Interim Public Safety Director)
6. **Approval of a Contract with Legacy Corporation for Project #1158, 2012 Retaining Wall Replacement** (Scott Hinton, City Engineer)
7. **Approval of a Contract with New Coat Sealing, LLC for Project # 1162, 2012 Joint Sealing Program** (Scott Hinton, City Engineer)
8. **Approval of a Contract with Brandt Construction for Project # 1163, 2012 Seal Coat Program** (Scott Hinton, City Engineer)
9. **Approval of a Sole Source Purchase from Conklin Sales for 5th Avenue Streetscaping Amenities** (Scott Hinton, City Engineer)
10. **Approval of a Sole Source Purchase from NRG Sales for 5th Avenue Streetlights** (Scott Hinton, City Engineer)
11. **Approval of a Sole Source Purchase from NRG Sales for River Drive Streetlights** (Scott Hinton, City Engineer)
12. **Approval of an Intergovernmental Agreement Related to Project #1154 2012 Joint Pavement Marking Program** (Scott Hinton, City Engineer)
13. **Other**

Explanation

1. Preliminary & Final Planned Unit Development (PUD) Plan and rezoning from B-4 to B-4 PUD – McDonald’s, 2701 69th Avenue Court (Shawn Christ, Land Development Manager)

Explanation: McDonald’s corporation proposes to completely renovate the interior and exterior of the McDonald’s restaurant near the Quad City Airport and also reconfigure the parking lot to create double drive-thru lanes and additional greenspace. The applicant seeks waivers on certain sidewalk, setback, and architectural requirements in exchange for pedestrian walkways, an enhanced outdoor patio with bicycle parking, and extensive landscaping that exceeds code requirements. Copies of the PUD plans and staff memo to the Plan Commission are attached. The Plan Commission held a public hearing and discussed this proposal on March 28, 2012 and recommend approval with the condition that McDonald’s submits a letter agreeing to install a walkway at the southwest corner of the site when requested by the City or when warranted by intersection improvements. Staff has received this letter and a copy is attached.

Staff Recommendation: Concur with Plan Commission
Fiscal Impact: Possible increase in property and sales tax revenue due to site improvements.
Public Notice/Recording: None
Goals Impacted: Strong Local Economy; Quality Neighborhoods; Desirable Place to Live

2. An Agreement between the cities of Moline and East Moline permitting East Moline to purchase motor fuel from Moline’s Public Works facility. (J.D. Schulte, Fleet Manager)

Explanation: The cities of Moline and East Moline wish to enter into an agreement allowing East Moline to purchase motor fuel for its designated city vehicles from Moline’s fuel facility located at 34th Street and 4th Avenue. The cost of the fuel to East Moline will be 17 cents per gallon above the cost to Moline. Said cost shall remain fixed through December 31, 2012, and will be subject to adjustment by Moline for each year thereafter. The cities estimate this agreed partnership will save East Moline approximately \$18,000 to \$20,000 per year in fuel costs while helping to increase Moline’s revenue.

Staff Recommendation: Approval
Fiscal Impact: Increased revenue
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City

3. Authorization to cede 2012 Home Rule Volume Cap (Kathy Carr, Finance Director)

Explanation: As a home rule municipality, the City of Moline has received a direct allocation in 2012 in an amount equal to \$95.00 multiplied by its population. The 2012 State of Illinois Allocation Guidelines identified Moline’s population at 43,483 therefore the 2012 Volume Cap allocation is \$4,130,885. By utilizing the authority, a manufacturer can obtain tax-exempt funds (lower interest rate and exempt from federal income taxation) for a new plant or plant expansion. Tax exempt private activity bonds may also be issued under certain conditions for residential rental property, first time home buyers programs, airports, docks, wharves, mass commuting facilities, high-speed intercity rail facilities, sewage, solid waste or hazardous waste disposal facilities, environmental enhancements of electric energy or gas, facilities for furnishing of water, or local district heating or cooling facilities. In 1996, City Council adopted a policy with respect to how the City’s authority should be utilized. A copy of this policy and the history of Moline’s allocations are attached. The only request received for 2012 is from the Quad Cities Regional Economic Development Authority. If the City does not obligate this allocation by May 1, 2012, it is automatically turned over to the State of Illinois for reallocation to other entities statewide.

Staff Recommendation: In that encouraging economic development meets the City's goals as well as promotes a strong local economy, it is recommended that the City allocates to the Quad Cities Regional Economic Development Authority its private activity bond allocation for the calendar year 2012 in the amount of \$4,130,885 to be used for future projects.

Fiscal Impact: Increased property values

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City; Strong Local Economy

4. A request from the Quad City Civic Center Authority (QCCCA) for payment of capital improvements in the amount of \$37,738.00 from the Capital Improvement Project Reserve Account (CIPRA) as established per the Intergovernmental Agreement between the Civic Center Authority and the City of Moline. (Kathy Carr, Finance Director)

Explanation: A 3% amusement tax was implemented by the City of Moline in April 1994 per the Civic Center Intergovernmental Agreement. The funds are earmarked for future capital improvements and equipment replacement for the iWireless Center. The iWireless Center is requesting \$37,738.00 to replace all public and suite holder televisions in the building. The QCCCA approved this bid at its December 11, 2011 meeting. Staff is recommending denial of such request as it is considered an upgrade to the original installation as opposed to replacing the original installation or maintaining the existing facility which is the intent of the CIPRA account.

Staff Recommendation: Deny

Fiscal Impact: The current CIPRA balance is \$263,424.59

Public Notice/Recording: N/A

Goal Impacted: N/A

5. 2012 US Department of Justice JAG Grant (Kim Hankins, Interim Public Safety Director)

Explanation: Moline, Rock Island, and Rock Island County law enforcement agencies are eligible to submit a joint application for a total of \$51,013.00 to be awarded through the JAG program. The 2012 Allocations and Disparate Information listing published by the Department of Justice specified an award level of \$18,762.00 for Moline and \$32,251.00 for Rock Island, with Rock Island County listed as a disparate jurisdiction entitled to request a share of the award. Staff from the each agency recommends that \$5,101.30 be allocated to County for its Courthouse/Justice Center Security Enhancement Project, \$29,025.90 to Rock Island for its Police Officer Personnel Project, and \$16,885.80 to Moline for its Less Lethal Weapon Deployment Project. No matching funds are required under the grant. Execution of a formal Memorandum of Understanding is required prior to submission of the joint application. This item will also appear on the April 10, 2012, Council Agenda under "Items Not on Consent."

Staff Recommendation: Approve execution of the MOU and submission of a joint grant application.

Fiscal Impact: Grant award of \$16,885.80 for Moline to purchase 16 Taser units and 200 duty cartridges.

Public Notice/Recording: Public notice through published agenda and open meeting process.

Goal Impacted: Financially Strong City

6. Approval of a Contract with Legacy Corporation for Project #1158, 2012 Retaining Wall Replacement (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on March 27, 2012, for Project #1158 with the following results:

| | |
|-------------|--------------------------------|
| \$49,880.00 | Legacy Corporation |
| \$52,500.00 | Miller Trucking and Excavating |

| | |
|-----------------|----------------------|
| \$54,915.00 | Langman Construction |
| \$56,024.21 | Hardscape Solutions |
| \$64,909.00 | Walter D Laud |
| \$76,297.65 | Brandt Construction |
| \$49,641,076.00 | A.J. Excavating |

The 2012 Retaining Wall Replacement Project includes the replacement of an existing railroad tie wall along 35th Street north of 12th Avenue.

Staff Recommendation: Staff recommends approval of a contact with the lowest responsive and responsible bidder, Legacy Corporation.

Fiscal Impact: Funds are budgeted and available as follows:

| ACCOUNT | BUDGETED | AS-BID | |
|-------------|-----------|-----------|--------------------|
| Utility Tax | 50,000.00 | 49,880.00 | 510-9965-438.08-10 |
| Water | | | 310-1716-434.04-25 |
| WPC | | | 320-1835-433.08-30 |
| Storm | | | 330-1971-433.08-35 |
| | 50,000.00 | 49,880.00 | |

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Improved City Infrastructure

7. Approval of a Contract with New Coat Sealing, LLC for Project # 1162, 2012 Joint Sealing Program (Scott Hinton, City Engineer)

Explanation: The City of Rock Island opened bids for joint sealing on August 5, 2009 with the following results:

| | |
|-------------|-------------------------|
| \$48,880.00 | New Coat Sealing |
| \$53,110.00 | Freehill Asphalt |
| \$58,950.00 | Walter D. Laud |
| \$71,480.00 | Fahrner Asphalt Sealers |
| \$85,650.00 | Valley Construction |
| \$91,550.00 | Brandt Construction |

Upon mutual agreement between Rock Island and New Coat Sealing, the contract and unit prices have been extended into 2012. New Coat Sealing has also offered to also extend its 2009 unit prices to Moline. Staff does not believe that lower pricing would be received by bidding the project and recommends accepting New Coat Sealing's offer.

Staff Recommendation: Staff recommends approval of a contact with New Coat Sealing, LLC.

Fiscal Impact: Funds are budgeted as follows:

| BUDGETED | AS BID | ACCOUNT | |
|-------------|-------------|----------------------|----------------------------------|
| \$75,000.00 | \$75,000.00 | # 510-9965-438.04-25 | Utility Tax, Contractual Repairs |
| | | # 310-1716-434.04-25 | Water, Contractual Repairs |
| | | # 320-1835-433.08-30 | WPC, San Sewer Contracts |
| | | # 330-1971-433.08-35 | Storm Water Projects |
| \$75,000.00 | \$75,000.00 | | |

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Improved City Infrastructure

8. Approval of a Contract with Brandt Construction for Project # 1163, 2012 Seal Coat Program (Scott Hinton, City Engineer)

Explanation: The City of Rock Island opened bids for seal coating on March 13, 2012 with the following results:

| | |
|-------------|---------------------|
| \$24,973.90 | Brandt Construction |
| \$27,489.55 | Settle, Inc |

Brandt Construction has offered to also extend its unit prices to Moline. Staff does not believe that lower pricing would be received by bidding the project and recommends accepting Brandt Construction's offer.

Staff Recommendation: Staff recommends approval of a contact with Brandt Construction.

Fiscal Impact: Funds are budgeted as follows:

| BUDGETED | AS BID | ACCOUNT | |
|--------------|--------------|----------------------|----------------------------------|
| \$100,000.00 | \$100,000.00 | # 510-9965-438.04-25 | Utility Tax, Contractual Repairs |
| | | # 310-1716-434.04-25 | Water, Contractual Repairs |
| | | # 320-1835-433.08-30 | WPC, San Sewer Contracts |
| | | # 330-1971-433.08-35 | Storm Water Projects |
| | | | |
| \$100,000.00 | \$100,000.00 | | |

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Improved City Infrastructure

9. Approval of a Sole Source Purchase from Conklin Sales for 5th Avenue Streetscaping Amenities (Scott Hinton, City Engineer)

Explanation: The 5th Avenue Streetscaping Plan approved by Council several years ago is being incorporated into the 5th Avenue reconstruction projects. Among the streetscaping items to be included in this year's project are 16 planters, 12 benches, and 10 trash receptacles that will match similar items installed on previous 5th Avenue and 15th Street projects. Conklin Sales from Sterling, IL, supplied the amenities for the previous projects and proposes to supply the amenities for this year's project at 2010 pricing levels.

Staff Recommendation: Staff recommends approval of the Sole Source Purchase from Conklin Sales.

Fiscal Impact: Downtown SSA funds will be used for this \$38,959.00 purchase.

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Improved City Infrastructure

10. Approval of a Sole Source Purchase from NRG Sales for 5th Avenue Streetlights (Scott Hinton, City Engineer)

Explanation: The 5th Avenue Streetscaping Plan approved by Council several years ago is being incorporated into the 5th Avenue reconstruction projects. Among the streetscaping items to be included in this year's project are LED streetlights that will match the streetlights installed as part of the 2010 5th Avenue project. NRG Sales from Des Moines, IA, supplied the streetlights for the 2010 project and proposes to supply 34 streetlights for this year's project at 2010 pricing for \$135,541.00.

Staff Recommendation: Staff recommends approval of the Sole Source Purchase from NRG Sales.

Fiscal Impact: Downtown SSA funds will be used for this purchase.

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Improved City Infrastructure

11. Approval of a Sole Source Purchase from NRG Sales for River Drive Streetlights (Scott Hinton, City Engineer)

Explanation: At the January 17, 2012, Committee-of-the-Whole meeting, the City Council approved a plan to replace the River Drive streetlights with the same LED streetlights installed on the 5th Avenue reconstruction projects. NRG Sales from Des Moines, IA proposes to supply 69 streetlights at 2010 prices for \$234,794.00.

Staff Recommendation: Staff recommends approval of the Sole Source Purchase from NRG Sales.
Fiscal Impact: \$215,000.00 in Utility Tax Funds and \$190,000.00 in Legislator Discretionary Funding from Representative Pat Vershoore are budgeted and available for this project.
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy & Improved City Infrastructure

12. Approval of an Intergovernmental Agreement Related to Project #1154 2012 Joint Pavement Marking Program (Scott Hinton, City Engineer)

Explanation: At the February 21, 2012, Committee-of-the-Whole meeting, the City Council approved the award of a contract for Project #1154, 2012 Joint Pavement Marking Program. An Intergovernmental Agreement between Moline, East Moline, and Rock Island is necessary to protect each City's best interests and ensure that potential liabilities are minimized.

Staff Recommendation: Staff recommends approval of the Intergovernmental Agreement.
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy & Improved City Infrastructure

STAFF REPORT
Department of Planning and Development
PC 12-04
March 22, 2012

GENERAL INFORMATION

Owner/Applicant: McDonald's USA LLC, successor-by-merger to Golden Arch Limited Partnership (owner/applicant)

Requested Action: Approval of a combined Preliminary & Final Development Plan - Planned Unit Development (PUD) Site – and rezoning from B-4 to B-4 PUD

Location: 2701 69th Avenue Court

Size of Tract: 1.3 acres (134' x 415')

Existing Land Use: Restaurant

Existing Zoning: B-4 (Highway/Intensive Business District)

Surrounding Land Use: Commercial (hotels, convenience store, restaurant, retail)

BACKGROUND

McDonald's corporation proposes to remodel the existing McDonald's restaurant near the Quad City International Airport at 2701 69th Avenue Court. This is a substantial project that will completely renovate the interior and exterior of the building to meet current corporate standards. The project will also reconfigure the parking lot to allow double drive-thru lanes which will include the elimination of 1 of 3 street entrances and a net loss of 20 parking stalls.

ANALYSIS

Staff review comments and the developer's responses are attached. The following summarizes staff's concerns and the developer's response regarding this PUD:

1. Sidewalk installation. There are no public sidewalks along the lot frontages, and the developer seeks a waiver of the sidewalk installation requirement. 27th Street was built as a state highway and has no accommodations for pedestrians, including the Rock River bridge north of this site. In addition, south property line is approximately 3 feet from the 69th Avenue edge which leaves no room for construction of a public sidewalk along the south frontage. At staff's request, McDonald's will extend the existing sidewalk in front of Country Inn & Suites westward to its first driveway entrance. They will also install walkways and crosswalks extending from the restaurant to connect to the adjoining hotels: Country Inn & Suites to the east and La Quinta Inn to the north. This is a

reasonable approach because the plan acknowledges the site constraints yet still provides accommodations for pedestrians to adjoining sites.

2. Front setbacks. Because this is a corner lot, a 20-foot front setback is required along both street frontages. The developer has reconfigured the site to meet the setback along 27th Street, but seeks a setback waiver along 69th Street Court. At only 134 feet wide, this lot is narrow and was not platted to accommodate a setback along both street frontages. Requiring that setback would cause an unreasonable loss of parking and difficulties with site circulation. The PUD proposes a substantial increase in landscaping and greenspace elsewhere on the site, which exceeds City requirements, in exchange for a setback waiver.
3. Architectural design. The building façade will include the use of high-quality brick and stone materials. However, staff has concerns about the corrugated metal parapet band. The zoning code prohibits the use of corrugated metal wall panels/siding on any façade. However, it does allow the use of prefinished metal for trim, fascias, and as an accent material at the top of the wall. This appears to be a galvanized material or gray in color. McDonald's would like a waiver to allow the corrugated metal as it is part of their 2012 branding scheme. In exchange, they are offering increased landscaping on the site and an expanded outdoor patio with seating and bicycle parking. Note that two patio seating options are included with the PUD because the final layout has not yet been chosen by the operator. The Plan Commission could specify an option if deemed necessary.

The Plan Commission's vote on this case is advisory to the City Council.

STAFF RECOMMENDATION

Based on the above, staff recommends that Plan Commission recommend approval to the City Council for the Preliminary/Final Development Plan and rezoning as proposed.

ATTACHMENTS

1. Application materials
2. Site and building plans
3. Developer's project narrative
4. Applicant/owner disclosure
5. Review comments w/ applicant responses (email)
6. Zoning map
7. Tax parcel map



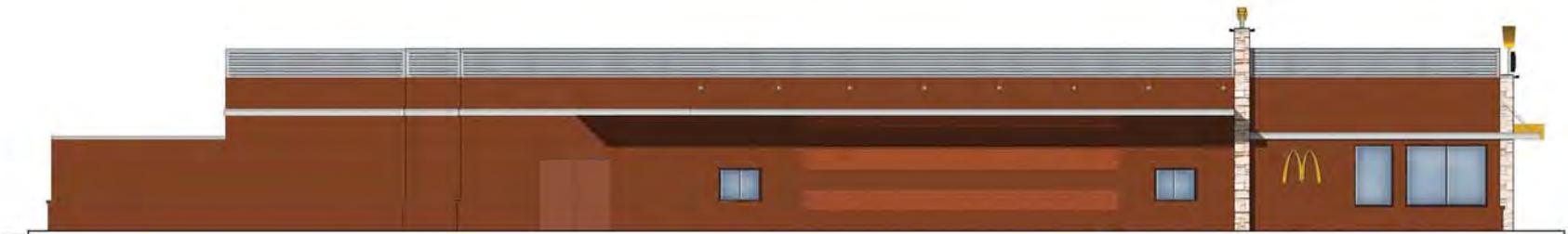
FRONT ELEVATION



BACK ELEVATION



NON-DRIVE-THRU ELEVATION



DRIVE-THRU ELEVATION



2012 MAJOR REMODEL PROJECT

CANOPY VERSION PARAPET
2701 69TH AVENUE COURT, MOLINE, IL

McDONALDS USA, LLC

1650 W. 82ND ST.
BLOOMINGTON, MN 55431
TEL. (952) 885-4770 SITE ID. 012-1312



ChipmanDesign
Architecture Inc.
2700 S. River Road, Suite 400
Des Plaines, Illinois 60018
T 847.298.4900 F 847.298.6966

PROPOSED
ELEVATIONS

23 FEB 12 12-1312

EL-1

McDONALD'S - MOLINE, IL PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN

SHEET INDEX:

- C0.1 COVER SHEET
 - C1.1 DEMO PLAN
 - C2.1 LAYOUT PLAN
 - C3.1 GRADING PLAN
 - C4.1 UTILITY PLAN
 - C5.1 LANDSCAPE PLAN
- 1 OF 1 SITE SURVEY

LEGAL DESCRIPTION:

LOT 1 IN FRANK FOUNDRIES SUBDIVISION IN PART OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

ADDRESS:

2701 69TH AVENUE COURT
MOLINE, IL 61265

OWNER/APPLICANT:

McDONALDS CORPORATION

PREPARED FOR:

McDONALD'S CORPORATION
ATTN: BRIAN SMITH

EXISTING ZONING: B-4

HIGHWAY / INTENSIVE BUSINESS DISTRICT

BUILDING SETBACKS:

FRONT: 20' (WEST & SOUTH SIDES)
SIDE: NONE REQUIRED (NORTH)
REAR: 20' (EAST)

PROPOSED ZONING: PUD

INDUSTRIAL ZONING DISTRICT; B4

BUILDING SETBACKS:

FRONT: 20' (WEST & SOUTH SIDES)
SIDE: NONE REQUIRED (NORTH)
REAR: 20' (EAST)

PARKING REQUIREMENTS:

PARKING REQUIREMENTS: 1 STALL PER 150SF OF GROSS FLOOR AREA

PARKING REQUIRED = 84(170) = 85 STALLS REQUIRED
PARKING PROVIDED = 85 STALLS (INCL. 3 H.C. STALLS)

OPEN SPACE REQUIREMENTS:

MINIMUM LANDSCAPE SURFACE RATIO (LSR) = 0.20

TOTAL SITE AREA = 55,485 S.F.

OPEN SPACE REQUIRED = 55,485(0.2) = 11,099 S.F.

OPEN SPACE PROVIDED = 13,765 S.F. (24.8%)

IMPERVIOUS SURFACE:

EXISTING IMPERVIOUS SURFACE = 45,885 S.F.

PROPOSED IMPERVIOUS SURFACE = 41,728 S.F.

NET REDUCTION IN IMPERVIOUS SURFACE = 4,078 S.F.

DISTURBED AREA:

DISTURBED AREA = 1.60 ACRES MORE OR LESS

BENCHMARK:

SE CORNER OF 69TH AVE CT & 27TH ST

NORTHERLY MOST FLANGE BOLT

CORNERED 7"

ELEVATION = 604.36

UTILITY NOTE:

CALL BEFORE YOU DIG

JULIE

(815) 424-2233

TOLL FREE

1-800-992-0123

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH MOLINE STANDARD SPECIFICATIONS. THE CITY OF MOLINE MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS AND BARRIAGES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS AND BARRIAGES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL PROPOSED SIGNS SHALL CONFORM TO THE MUTCD MANUAL.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- LABORATORY TESTS SHALL BE PERFORMED BY THE CONTRACTOR (UNLESS OTHERWISE NOTED). THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- SOIL OVERHAUL ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF MOLINE.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND ILLINOIS DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION AT THE END OF EACH WORK DAY.
- THE OWNER OR OWNERS AGENT IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.
- THE PAVING GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDDED IN ACCORDANCE WITH CITY OF MOLINE STANDARD SPECIFICATIONS.
- SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUBBASE PRIOR TO ANY PAVEMENT BEING PLACED.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- ALL PEDESTRIAN WALKWAYS THAT UNLOAD INTO A VEHICLES TRAVELED PATH MUST HAVE ADA, DETECTABLE WARNING PANEL(S) AS PER ADA REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARDS.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL ADA, AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE ADA-CITY CODES THE ADA-CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ADA CODES ARE MET.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN CONFORMANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.

UTILITY CONFLICTS:

UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING, ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE. CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION. IF CONTRACTOR FINDS ADDITIONAL UTILITY CONFLICTS DURING CONSTRUCTION, THE REQUIRED ADJUSTMENT OF EXISTING ELECTRIC LINES, IRRIGATION LINES, TELEPHONE LINES, WATER LESS THAN 6" IN DIAMETER, FIELD TILE LINES, AND CABLE TV LINES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. THE DISCOVERY OF SANITARY SEWER, WATER MAINS 6" OR LARGER, FIBER OPTICS AND STORM SEWERS 6" OR LARGER SHALL BE ELIGIBLE FOR A CHANGE ORDER NEGOTIATED PRIOR TO PROCEEDING WITH SAID WORK. THIS, HOWEVER DOES NOT RELIEVE CONTRACTOR OF ANY DAMAGE CAUSED TO EXISTING UTILITIES BY ANY AND ALL CONSTRUCTION ACTIVITIES.

SUBGRADE PREP NOTES:

- SHAPE AND CONSOLIDATE SUBGRADE IN PREPARATION FOR THE PLACEMENT OF PAVEMENT. A. UNIFORM COMPOSITION: PROVIDE UNIFORM COMPOSITION OF AT LEAST 12 INCHES BELOW TOP OF SUBGRADE UNDER NEW PAVING OR SUBBASE. PLUS 2 FEET ON EACH SIDE. USE SELECT SUBGRADE MATERIALS (SEE NOTES) UNLESS GRANULAR STABILIZATION MATERIALS OR SUBGRADE TREATMENT IS SPECIFIED.
- SUBGRADE COMPACTION IN FILL SECTIONS:
 - FOLLOW THE COMPACTION WITH MOISTURE AND DENSITY CONTROL REQUIREMENTS.
 - CONSTRUCT IN TWO 8 INCH LIFTS.
 - SUBGRADE COMPACTION IN CUT SECTIONS:
 - SCARIFY AND STOOPE THE TOP 4 INCHES OF SUBGRADE.
 - SCARIFY, MIX, AND RE-COMPACT THE NEXT 6 INCHES OF SUBGRADE.
 - REPLACE, MIX, AND COMPACT THE TOP 6 INCHES OF SUBGRADE.
 - REMOVE STONES OVER 3 INCHES FROM SUBGRADE.
 - CONSTRUCT TO ELEVATION AND CROSS-SECTION SUCH THAT, AFTER ROLLING, SURFACE WILL BE ABOVE REQUIRED SUBGRADE ELEVATION.
- B. SUBGRADE STABILITY:**
- PERFORM PROOF ROLLING WITH A TRUCK LOADED TO THE MAXIMUM SINGLE LEGAL AXLE GROSS WEIGHT OF 20,000 POUNDS OR THE MAXIMUM TRAILER AXLE GROSS WEIGHT OF 34,000 POUNDS. OPERATE TRUCKS AT LESS THAN 10 MPH. MAKE MULTIPLE PASSES FOR EVERY LANE. THE SUBGRADE WILL BE CONSIDERED TO BE UNSTABLE IF, UNDER THE OPERATION OF THE LOADED TRUCK, THE SURFACE SHOWS YIELDING (SOIL WAVE IN FRONT OF THE LOADED TIRES) OR RUTTING OF MORE THAN 2 INCHES, MEASURED FROM THE TOP TO THE BOTTOM OF THE RUT AT THE OUTSIDE EDGES.
 - IF SOFT OR YIELDING AREAS ARE LOCATED, REMOVE UNSTABLE MATERIALS AND REPLACE WITH SUITABLE FOUNDATION MATERIALS AS APPROVED BY THE SOILS ENGINEER. COMPACT SUBGRADE MATERIALS IN CUT SECTIONS AS REQUIRED BY THE SOILS ENGINEER. IF STABILIZATION MATERIAL IS USED, PLACE AND COMPACT AS REQUIRED FOR SUBBASE.
- C. FINAL SUBGRADE:** COMPLETE FINAL SUBGRADE BY EXCAVATION TO GRADE BY USE OF STEEL-SHOED TEMPLATE SUPPORTED ON SIDE FORMS, SUPPORT ROLLERS, OR BY USE OF AN AUTOMATICALLY-CONTROLLED SUBGRADE EXCAVATING MACHINE.
- D. SUBGRADE CHECK:** CHECK SUBGRADE ELEVATION AND GRADE BY METHOD APPROVED BY ENGINEER PRIOR TO PAVING.
- E. RUTS:** IF RUTS OR OTHER OBJECTIONABLE IRREGULARITIES FORM IN SUBGRADE DURING CONSTRUCTION, RE-SHAPE AND RE-ROLL SUBGRADE BEFORE PLACING PAVEMENT. FILL RUTS OR OTHER DEPRESSIONS WITH MATERIAL SIMILAR TO OTHER SUBGRADE MATERIAL, AND COMPACT.

SUBGRADE MATERIALS NOTES:

- ALL SOILS REQUIRED FOR SELECT SUBGRADE MATERIALS MUST BE APPROVED BY THE SOILS ENGINEER. APPROVAL OF MATERIALS AND THEIR USE WILL BE BASED ON AASHTO T 99.
- COHESIVE SOILS MUST MEET ALL OF THE FOLLOWING REQUIREMENTS:
 - 45% OR LESS SILT SIZE FRACTION.
 - DENSITY OF 110 PCF OR GREATER ACCORDING TO ASTM D 698 OR AASHTO T 99 (STANDARD PROCTOR DENSITY).
 - PLASTICITY INDEX GREATER THAN 10.
 - A-4 OR A-7.6 SOILS OF EQUAL ORIGIN.
- GRANULAR SOILS MUST MEET ALL OF THE FOLLOWING REQUIREMENTS:
 - DENSITY OF 110 PCF OR GREATER ACCORDING TO ASTM D 698 OR AASHTO T 99 (STANDARD PROCTOR DENSITY).
 - 15% OR LESS SILT AND CLAY.
 - PLASTICITY INDEX OF 3 OR LESS.
 - A-1, A-2, OR A-3(0).
- CRUSHED STONE, CRUSHED PCC, CRUSHED COMPOSITE PAVEMENT, OR RAP MIXTURES OF GRAVEL, SAND, AND SOIL OR UNFORMALLY-BLENDED COMBINATIONS OF THE ABOVE AS APPROVED BY THE SOILS ENGINEER.
- THE SOILS ENGINEER MAY AUTHORIZE A CHANGE IN SELECT SUBGRADE MATERIALS SUBJECT TO MATERIALS AVAILABLE LOCALLY AT TIME OF CONSTRUCTION.



VICINITY MAP

SCALE: 1" = 1,000'

UTILITY LEGEND:

- ▲ OLD ELECTRIC CONNECTIONS INSIDE A METAL PIPE AND CONCRETE FOUNDATIONS
- ⊕ BENCHMARK
- ⊙ FOUND MONUMENT
- POWER POLE
- ☆ LIGHT POLE
- ◆ STORM INTAKE
- ⊙ CLEANOUT MANHOLE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ GAS METER
- ⊙ ELECTRIC METER
- ⊙ DECIDUOUS TREE & DIAMETER
- ⊙ SHRUB

I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, THE SAME COMPLY WITH ALL RULES, REGULATIONS AND ORDINANCES OF THE CITY OF MACOMB RELATING TO STRUCTURES AND BUILDINGS.

MY LICENSE RENEWAL DATE IS: _____

JOEL E. JACKSON IL REG #00226376 DATE _____

PAGES OR SHEET COVERED BY THIS SEAL: C0.1-C5.1

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50323-3825
Phone: (515) 279-6407 Fax: (515) 279-6237
Civil Engineering & Land Surveying
Established 1959

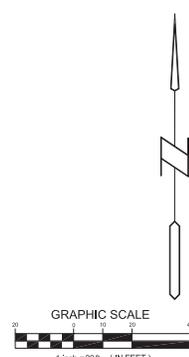
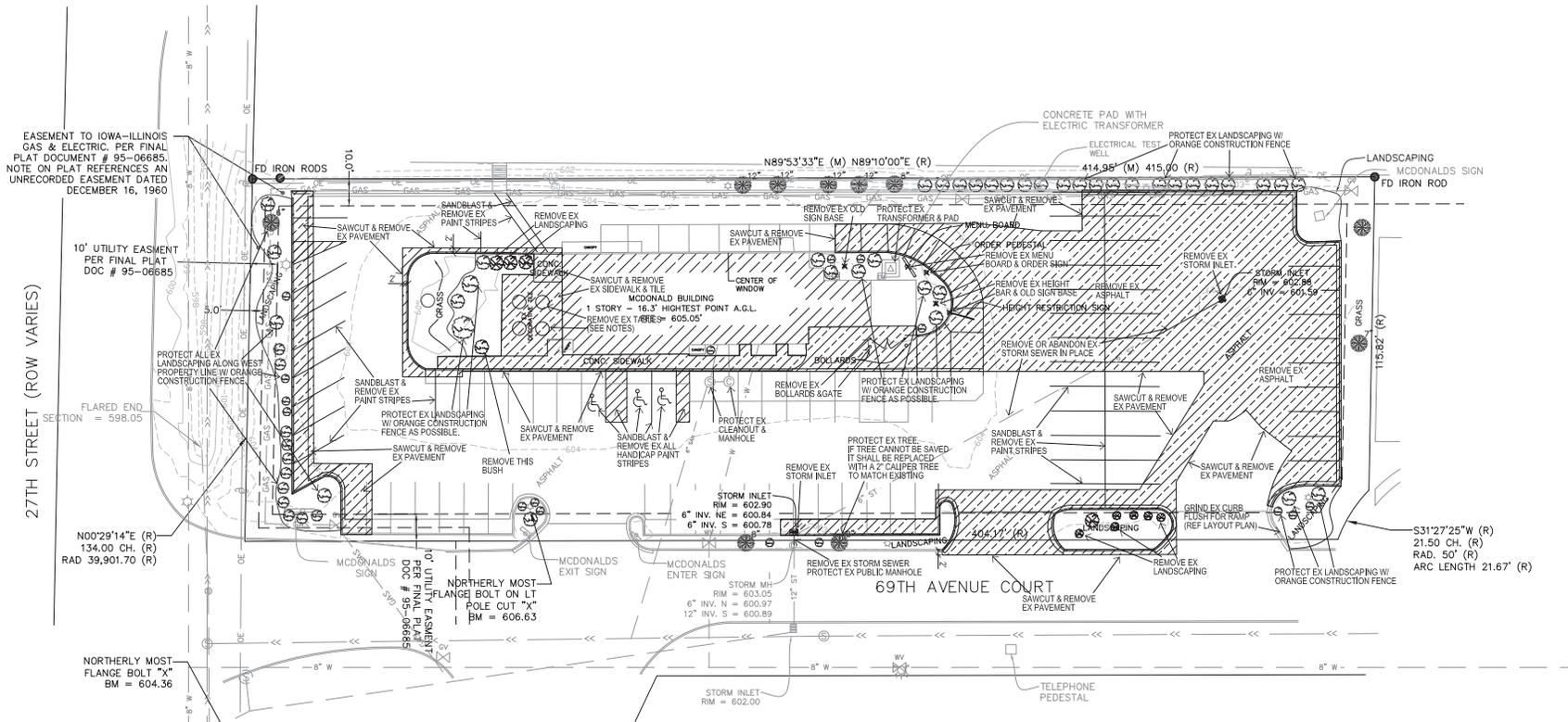
McDONALD'S MOLINE, IL
2701 69TH AVENUE COURT, MOLINE, IL 61265
COVER SHEET

REFERENCE NUMBER
DRAWN BY: JMR
CHECKED BY: DBB
REVISION DATE: 3-19-12
PROJECT NUMBER: 110214
SHEET NUMBER: C0.1

M:\land projects\2011\110214 Moline, IL\dwg\C0 COVER.dwg 3/19/2012 10:43 PM CDT

DEMO NOTES:

1. SAWCUT & REMOVE ALL PAVEMENT TO FULL DEPTH OF SLAB.
2. PROTECT ALL UTILITIES NOT CALLED OUT FOR REMOVAL.
3. PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH ORANGE CONSTRUCTION FENCE AT DRIP LINE.
4. CONTRACTOR SHALL CONTACT OWNER FOR POSSIBLE SALVAGE OF ALL EXISTING PATIO TABLES.



| | |
|------------------|---------|
| REFERENCE NUMBER | |
| DRAWN BY: | JMR |
| CHECKED BY: | DBB |
| REVISION DATE: | 3-19-12 |
| PROJECT NUMBER: | 110214 |
| SHEET NUMBER: | C1.1 |

M:\land projects 2011\110214 Moline, IL\dwg\CI DEMO.dwg 3/19/2012 3:19:15 PM CDT

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE ON PLAN.

BIKE RACK NOTES:

1. BIKE RACK SHALL BE A 5 LOOP "WAVE" STYLE BIKE RACK.
2. BIKE RACK SHALL BE GALVANIZED STEEL WITH A BLACK POWDER COATING.
3. INSTALL BIKE RACK PER ALL MANUFACTURER RECOMMENDATIONS.

ASPHALT NOTES:

1. MATCH EXISTING ASPHALT SECTION.
2. MINIMUM THICKNESS SHALL BE 2".
3. IF EXISTING ASPHALT HAS A ROCK BASE, REPLACE ROCK BASE IN KIND.

PATIO NOTES:

1. PATIO CALLED OUT AS 5" PCC PAVEMENT. COORDINATE SUBSTITUTE.
- ALTERNATIVE PAVEMENT TYPE WITH OWNER/OPERATOR. ALTERNATIVE PAVEMENTS MAY BE STAMP CONCRETE, COLORED CONCRETE (FULL DEPTH OF SLAB) OR BRICK PAVERS. THIS ADD MUST BE PAID SEPARATELY BY STORE OPERATOR.

EASEMENT TO IOWA-ILLINOIS GAS & ELECTRIC. PER FINAL PLAT DOCUMENT # 95-06685. NOTE ON PLAT REFERENCES AN UNRECORDED EASEMENT DATED DECEMBER 16, 1960

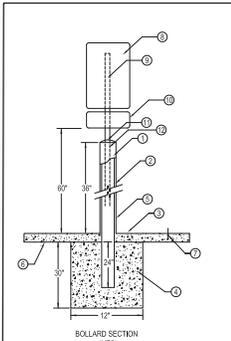
10' UTILITY EASEMENT PER FINAL PLAT DOC # 95-06685

27TH STREET (ROW VARIES)

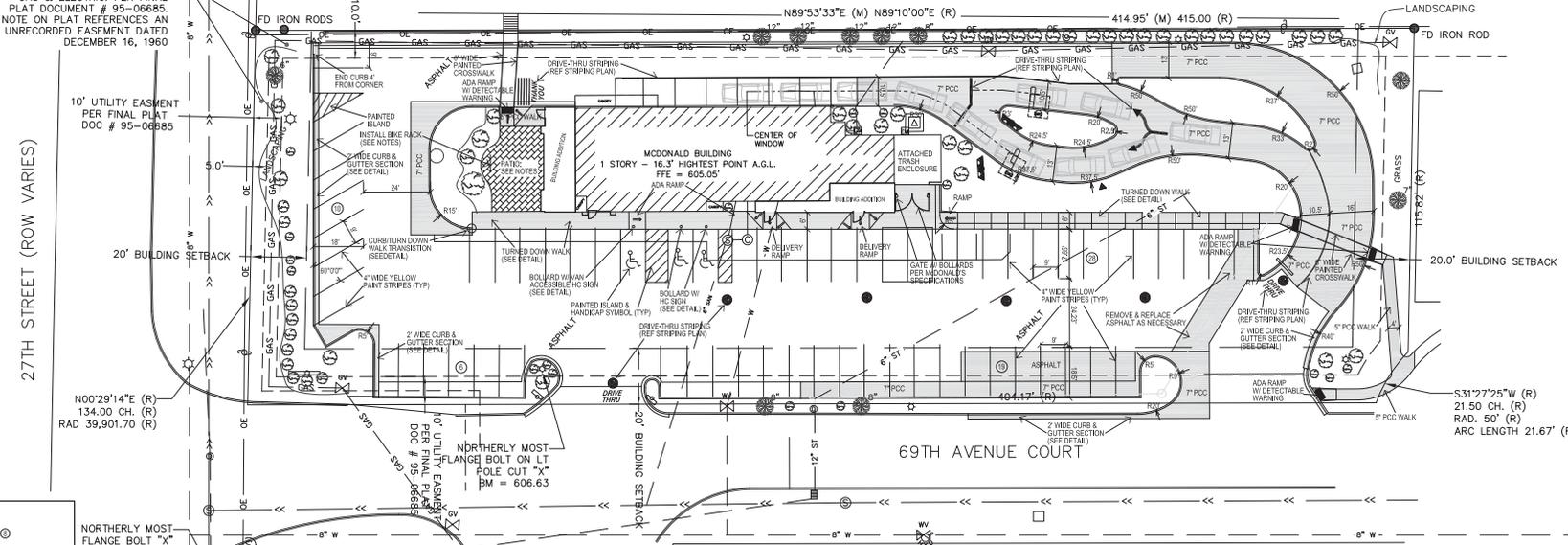
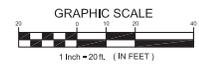
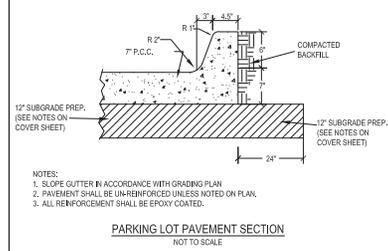
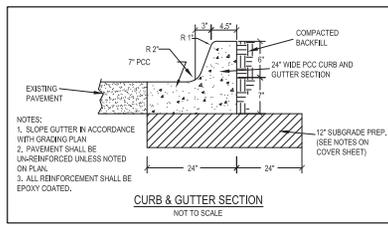
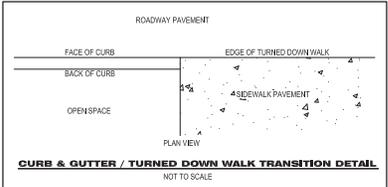
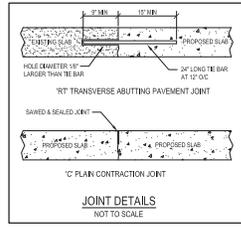
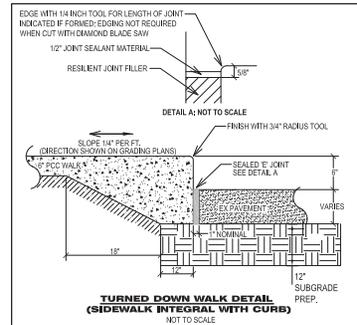
20' BUILDING SETBACK

N00°29'14"E (R)
134.00 CH. (R)
RAD 39,901.70 (R)

NORTHERLY MOST FLANGE BOLT "X"
BM = 604.36



1. FILL PIPE WITH CONCRETE.
2. 8" INCH DIAMETER 16" INCH LONG STEEL TUBE EMBEDDED IN CONCRETE.
3. INSTALL 12" INTO SIDEWALK AS MEASURED FROM EDGE OF PARKING STALL.
4. 12" INCH DIAMETER, 2-1/2 FEET DEEP CLASS "A" CONCRETE FOUNDATION, CENTERED ON BOLLARD.
5. PLASTIC BOLLARD COVER WITH ROUNDED TOP, COLOR RED.
6. 2" THICK WALK, SEE OTHER DETAILS.
7. EDGE OF PARKING STALL.
8. 18" TALL HANDICAP PARKING SIGN COMPLIANT WITH ALL ADA, STATE OF ILLINOIS AND LOCAL CODES.
9. 2" DIAMETER ROUND STEEL POLE.
10. 18" TALL VAN ACCESSIBLE SIGN INSTALLED ON WEST HANDICAP PARKING STALL AS NOTED ON PLAN.
11. CUT 2" DIAMETER HOLE IN PLASTIC BOLLARD COVER, SLIP BOLLARD COVER OVER TOP OF POLE PRIOR TO SIGN(S) BEING MOUNTED TO POLE.
12. STEEL POLE CEMENTED INTO BOLLARD CENTER.
13. HANDICAP PARKING SIGN BOLLARD DETAIL.

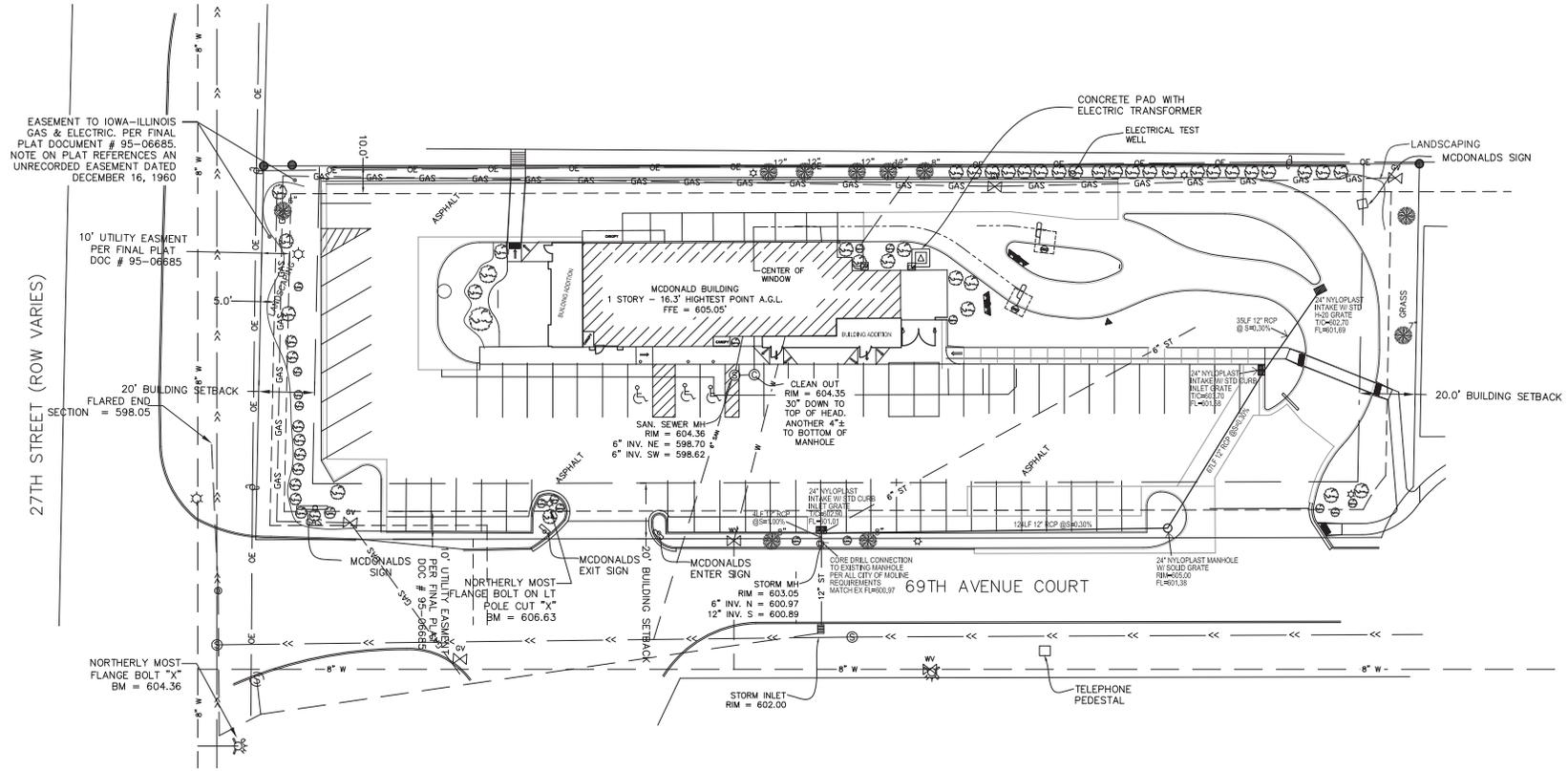


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| REFERENCE NUMBER | |
| DRAWN BY: | JMR |
| CHECKED BY: | DBB |
| REVISION DATE: | 3-19-12 |
| PROJECT NUMBER: | 110214 |
| SHEET NUMBER: | C2.1 |

McDonald's Projects 2011\110214 Moline, IL.dwg, C2 LAYOUT.dwg 3/19/2012 10:30:50 PM CDT

UTILITY NOTES:

1. INSTALL ALL STRUCTURES & PIPING PER MANUFACTURER'S RECOMMENDATION.



EASEMENT TO IOWA-ILLINOIS GAS & ELECTRIC, PER FINAL PLAT DOCUMENT # 95-06635. NOTE ON PLAT REFERENCES AN UNRECORDED EASEMENT DATED DECEMBER 16, 1960

10' UTILITY EASEMENT PER FINAL PLAT DOC # 95-06635

20' BUILDING SETBACK FLARED END = 598.05

NORTHERLY MOST FLANGE BOLT "X" BM = 604.36

MCDONALD'S SIGN

NORTHERLY MOST FLANGE BOLT ON LT POLE CUT "X" BM = 606.63

MCDONALD'S EXIT SIGN

MCDONALD'S ENTER SIGN

STORM MH RIM = 603.05 6" INV. N = 600.97 12" INV. S = 600.89

STORM INLET RIM = 602.00

TELEPHONE PEDESTAL

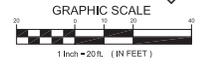
CONCRETE PAD WITH ELECTRIC TRANSFORMER

ELECTRICAL TEST WELL

LANDSCAPING

MCDONALD'S SIGN

20.0' BUILDING SETBACK



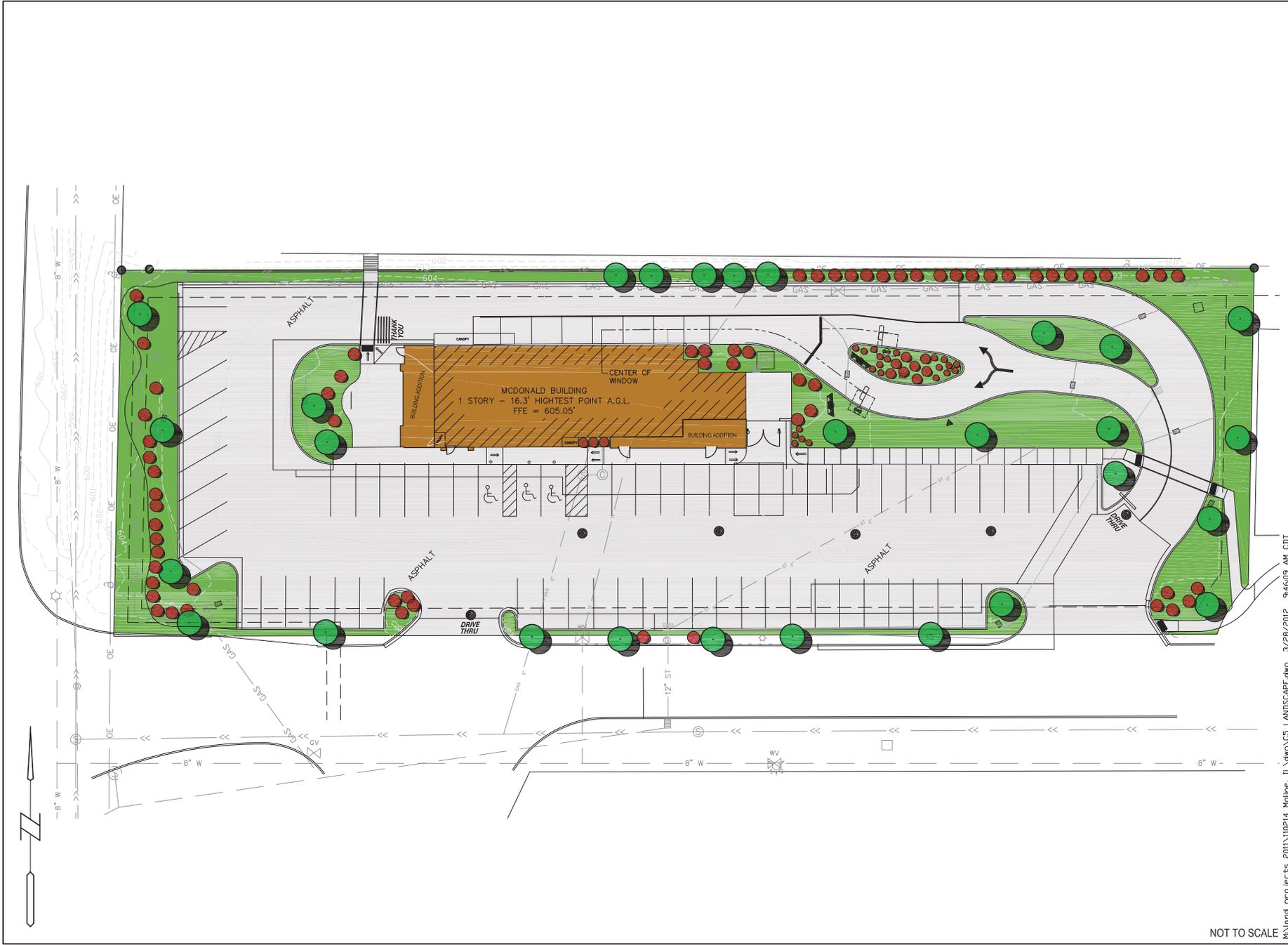
McLand projects 2011\110214 Moline, IL\dwg\C4 UTILITY.dwg 3/19/2012 10:45:2 PM CDT

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| REFERENCE NUMBER | |
| DRAWN BY: | JMR |
| CHECKED BY: | DBB |
| REVISION DATE: | 3-19-12 |
| PROJECT NUMBER: | 110214 |
| SHEET NUMBER: | C4.1 |

McDONALD'S MOLINE, IL
2701 69TH AVENUE COURT, MOLINE, IL 61265

UTILITY PLAN

Bishop Engineering
 "Planning Your Successful Development"
 3501 104th Street
 Des Moines, Iowa 50322-3825
 Phone: (515)276-9487 Fax: (515)276-9377
 Civil Engineering & Land Surveying Established 1999



M:\land projects 2011\110214 Moline, IL\dwg\C5 LANDSCAPE.dwg 3/28/2012 9:46:09 AM CDT

| | |
|---|---|
| <p>McDONALD'S MOLINE, IL 2701 69TH AVENUE COURT, MOLINE, IL 61265</p> | <p>REFERENCE NUMBER</p> <p>DRAWN BY: JMR</p> <p>CHECKED BY: DBB</p> <p>REVISION DATE: 3-19-12</p> |
| <p>PROJECT NUMBER: 110214</p> <p>SHEET NUMBER:</p> | <p>1 OF 1</p> |

Bishop Engineering
 "Planning Your Successful Development"
 3501 104th Street
 Des Moines, Iowa 50322-3825
 Phone: (515)276-9487 Fax: (515)276-9377
 Civil Engineering & Land Surveying Established 1959

NOT TO SCALE



McDonald's USA, LLC
1650 W 82nd Street., Suite 900
Bloomington, MN 55431-1442
(952) 884-4355
Fax: (952)-885-4755

March 29, 2012

City of Moline
Planning & Development
619 16th Street, Moline, IL 61265

City of Moline:

Please be advised that McDonald's will be happy to comply with your request to provide and install a concrete walk at any point and time in the future that the City of Moline deems it necessary. Said walk will be constructed from the NE corner of 27th Street and 69th Avenue intersection to McDonald's parking lot as requested of the City's Planning Commission at the March 28, 2012 meeting. Sidewalk will be installed per City of Moline Specifications.

If sidewalk work is to be done as part of a City or IDOT project, the City of Moline agrees to provide McDonald's the drawings and specifications for review prior to plan approval. In addition, McDonald's would request a 30 days notice prior to construction along with the contractor's contact information.

In closing, we hope this letter is finds satisfaction with all members of the City Council.

Thank You,

A handwritten signature in blue ink, which appears to read "Anthony Thompson", is located below the "Thank You," text.

Anthony Thompson
Regional Construction Manager

CITY OF EAST MOLINE
EAST MOLINE, ILLINOIS 61244

Office of
City Mayor

John Thodos

915 16th Ave
East Moline, IL 61244
Phone: (309) 752-1599
Email: jthodos@eastmoline.com

March 9, 2012

Mayor Don Welvaert
Moline City Hall
619 16th Street
Moline, IL 61265

Re: Purchase of Motor Fuel by City of East Moline from City of Moline

Dear Mayor Welvaert:

The City of East Moline proposes to purchase motor fuel from the City of Moline, on an ongoing basis, on the terms of the following Purchase Agreement:

PURCHASE AGREEMENT

1. City of East Moline will be issued magnetic fuel purchase cards, which will be assigned one card to each East Moline motor vehicle.
2. The designated East Moline employee will purchase the motor fuel at Moline's fuel facility at 34th Street and 4th Avenue, Moline, using the magnetic swipe card, at a price of 17 cents above the cost to Moline, with a spread sheet invoice to be issued monthly by City of Moline, and paid by City of East Moline by the 10th day of each month.
3. East Moline's estimated usage would be 35,000 gallons of diesel fuel and 65,000 gallons of unleaded fuel, per year.

4. The above price shall be fixed through December 31, 2012, and subject to adjustment by Moline for each calendar year thereafter by written notice from City of Moline to City of East Moline.

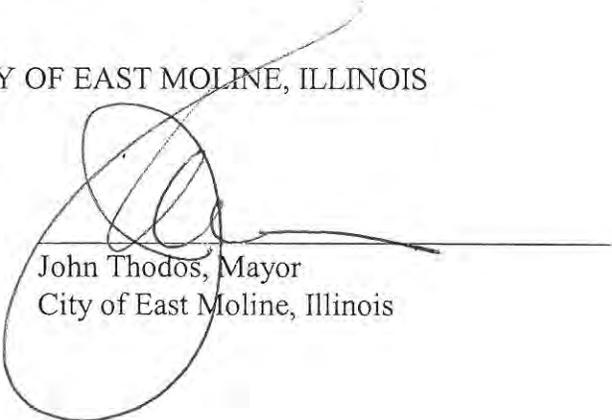
5. This Purchase Agreement shall be subject to termination by either party with 30 days written notice to the other party.

6. The date of this Purchase Agreement shall be March 9, 2012.

PURCHASING PARTY:

CITY OF EAST MOLINE, ILLINOIS

By:


John Thodos, Mayor
City of East Moline, Illinois



SELLING PARTY:

CITY OF MOLINE, ILLINOIS

By:

Don Welvaert, Mayor
City of Moline, Illinois

**CITY OF MOLINE
PRIVATE ACTIVITY BOND AUTHORITY HISTORY**

| | |
|------|---|
| 1989 | Single Family Mortgage Program |
| 1990 | Ceded back to the State |
| 1991 | Ceded back to the State |
| 1992 | Ceded back to the State |
| 1993 | Single Family Mortgage Program |
| 1994 | City of East Moline (Water Service Extension Project) |
| 1995 | QCREDA |
| 1996 | QCREDA (Plastic Products Company) |
| 1997 | QCREDA |
| 1998 | QCREDA |
| 2000 | Single Family Mortgage Program |
| 2001 | QCREDA and Illinois Housing Development Authority (50/50) |
| 2002 | QCREDA (Heritage Woods Housing Project) and Illinois Housing Development Authority (50/50) |
| 2003 | QCREDA (Pheasant Ridge Housing Project) |
| 2004 | QCREDA (One Moline Place) and Illinois Housing Development Authority (48/52) |
| 2005 | QCREDA and Illinois Housing Development Authority (50/50) |
| 2006 | QCREDA and Illinois Housing Development Authority (33/67) |
| 2007 | QCREDA and Illinois Housing Development Authority (30/70) |
| 2008 | QCREDA (\$1.5M) IHDA (\$2,147,860) |
| 2009 | QCREDA (\$2,871,440) IHDA (\$1,000,000) |
| 2010 | QCREDA |
| 2011 | QCREDA |

CITY OF MOLINE

POLICY ON CEDING OF HOME RULE VOLUME CAP

- 1. Home Rule Volume cap will first be used to support any eligible economic development project within the City of Moline.** Private activity bonds allow a business to access below market rate financing for an eligible activity. Current IRS rules restrict the types of uses for private activity bonds to manufacturing projects. These bonds may be issued under certain conditions for residential rental property, airports, docks, wharves, mass communing facilities, high-speed rail facilities, sewage, solid waste or hazardous waste disposal facilities, environmental enhancements of hydroelectric generating facilities, facilities for the local furnishing of electric energy or gas, facilities for the furnishing of water, or local district heating or cooling facilities. As there is a value to the City to be able of offer this type of financing for appropriate projects, it therefore shall be retained as long as possible prior to the May 1st deadline for ceding of authority.
- 2. If no economic development projects are identified prior to May 1st, the City of Moline will consider ceding its authority to another area community for a pending economic development project.** A neighboring Illinois community may request volume cap to undertake an economic development project. It would be possible that the project could have some benefit to Moline residents (i.e. job creation). Therefore, if the City has no use for its authority and a neighboring community does, the cap would be ceded to the neighboring community.
- 3. If volume cap is not used to support an economic development project within the City of Moline or is not ceded to another area community for a pending economic development project, the City's volume cap will be ceded to the Quad City Regional Economic Development Authority.** Ceding the authority to QCREDA has several advantages. First, it allows the City to control its use until September of each year thereby extending the opportunity to use the volume cap as an economic development tool. Second, it avoids the volume cap allocation reverting to the State and its use completely out of the City's control. Finally, if the volume cap is not used by the City and can be used by QCREDA, it ensures that the project will be used within QCREDA's area of coverage (Rock Island, Henry, and Mercer Counties) with the potential to provide some area-wide or indirect benefit to the City of Moline.



QUAD CITIES REGIONAL ECONOMIC DEVELOPMENT AUTHORITY

622 Nineteenth Street ♦ Moline ♦ Illinois 61265 ♦ Tel: 866-325-7525 ♦ Web: www.qcreda.com

March 14, 2012

The Honorable Donald P. Welvaert
Mayor
City of Moline
619 16th Street
Moline, IL 61265-2121

Dear Mayor Welvaert:

The Quad Cities Regional Economic Development Authority (QCREDA) respectfully requests consideration for the transfer of your 2012 Home Rule Volume Cap to QCREDA for economic development and housing projects. We have mutually benefited from working with other communities that have allowed QCREDA to successfully issue over \$100,833,000 in bonds that have created over 1,560 jobs.

QCREDA has developed relationships with home rule communities and other regional development authorities in working together to accommodate the Volume Cap needs of their projects. Some years, we have more projects than Volume Cap and other years we have more Volume Cap than projects. At the end of the calendar year, Volume Cap can be carried forward for three years, but once carried forward, it can no longer be transferred. We have developed a mutually beneficial relationship between communities, counties and other regional development authorities to graciously share this valuable resource for the benefit of the region. We feel it is fair to help a neighbor that has helped us in the past. The rising tide raises all of the boats.

As you may be aware, home rule communities receive a direct allocation in 2012 equal to their population times \$95. The 2012 State of Illinois Allocation guidelines identify Moline's population at 43,483, so your 2012 Volume Cap Allocation is \$4,130,885. You are required to obligate this allocation by May 1st of each calendar year or it automatically goes back to the State of Illinois for reallocation to other entities in June of each calendar year. If the City of Moline would consider passing an ordinance transferring their 2012 allocation to QCREDA prior to May 1st, then QCREDA would be able to keep this cap until December 31st. This action would allow the City to maintain control of their Volume Cap past May 1st.

QCREDA is interested in serving in this capacity in order to develop a relationship with Home Rule Communities to be able to trade cap in up and down years. We respectfully request if you have no need for the cap by September 1st that you allow us to use it to benefit the residents of QCREDA. If the City is interested, I have taken the liberty of enclosing a draft ordinance for you to review. I am available to meet with any city official you wish regarding this matter. Please call me if you have any questions.

Sincerely,

Andrew Hamilton
Executive Director

QUAD CITY CIVIC CENTER AUTHORITY
MINUTES
December 15, 2011

Present: Chairman Ted Thoms, Gene Blanc, Paul Mulcahey, Jennifer Fowler, Mike Haney, Lew Steinbrecher, Thomas Thomas, John Hass, Hunt Harris

Absent: Reggie Freeman

Present Staff Members: Scott Mullen, Rocky Jones, Emily Perkins, Kevin Snodgrass, Roger Strandlund

Others: John Prutch (Club 9 Sports)

Chairman Thoms called the meeting to order at 12:30 p.m. with a quorum present.

Approval of Minutes

Motion by Mr. Blanc, seconded by Mr. Hass to approve the minutes of the meeting of November 17, 2011. The motion carried unanimously.

Executive Session

At 12:32 p.m., Chairman Thoms invited members to adjourn into Executive Session for the purpose of discussing Price/Terms for Lease/License 5 ILCS 120/2(c)(6). A motion was made by Mr. Hass, with Mr. Blanc seconding, to incorporate the above purpose and finding and to (on that basis) conduct the meeting in closed session. Upon roll call vote, all Board members voted in favor of the motion and the Chairman declared the motion carried.

At 1:55 p.m., a motion was made by Mr. Mulcahey, with Mr. Steinbrecher seconding, to adjourn back into regular session. A roll call vote was taken showing all Board members voting in favor of the motion and the Chairman declared the motion carried.

Financial Statement

A motion was made by Mr. Harris to approve the Financial Statement for the period ending November 30, 2011. Mr. Hass seconded.

Mr. Jones reviewed the Financial Statement memo.

The motion carried unanimously.

TV Bid Award

Resolution 12-01

A motion was made by Mr. Harris, seconded by Mr. Hass to allow staff to accept the TV bid from the lowest responsible bidder, O'Rourke Sales Company. Mr. Snodgrass noted that the total price may vary due to the potential for the TV specs to change slightly once the project begins.

Mr. Jones said that this is a capital project that would be eligible for CIPRA reimbursement.

Following discussion, the motion carried with Mr. Steinbrecher voting 'no' and Mr. Blanc abstaining from the vote due to his personal friendship with the owner of O'Rourke Sales Company.

Director's Update

Mr. Mullen reviewed previous and upcoming events with the Authority.

Mr. Mullen noted that the food and beverage contract with Aramark is nearing expiration, and therefore the i wireless Center will be putting the food and beverage services out-for-bid. Additionally, Mr. Jones put together a bid calendar that will be shared with the Authority to keep members informed about upcoming projects.

Adjourn

Motion by Mr. Hass seconded by Mr. Harris to adjourn.

The motion carried unanimously and the meeting was adjourned at 2:10 p.m.

Emily Perkins

QCCCA Secretary

TV Monitor/Wall Mount Bid

Bid Opening 12/5/11

i wireless Center

| VENDOR | 37 Units 42" - Option A | 37 Units 42" - Option B | 30 Units 32" - Option A | 30 Units 32" - Option B | 58 Units Wall Mounts | Total Cost | Guaranteed 1-year prices |
|-----------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|--------------------------|--------------------|-----------------------------|
| O'Rourke | \$469.00 | \$539.00 | \$339.00 | \$399.00 | \$56.00 | | YES |
| Total | 17,353.00 | 19,943.00 | 10,170.00 | 11,970.00 | 3,248.00 | \$35,161.00 | |
| Product | | LG - 42LK450 | | LG - 32LK450 | Sanus Visionmount | | |
| Best Buy | 429.99 | 529.99 | 359.99 | 399.99 | 99.99 | | YES |
| Total | 15,909.63 | 19,609.63 | 10,799.70 | 11,999.70 | 5,799.42 | \$37,408.75 | |
| Top-Notch Production | 547.19 | 658.36 | 337.44 | 387.39 | 33.70 | | YES |
| Total | 20,246.03 | 24,359.32 | 10,123.20 | 11,621.70 | 1,954.60 | \$37,935.62 | |
| D&D Security | 594.00 | 724.00 | 419.00 | 495.00 | 63.00 | | YES |
| Total | 21,978.00 | 26,788.00 | 12,570.00 | 14,850.00 | 3,654.00 | \$45,292.00 | |
| Midwest Computer Prod. | No Bid | 615.99 | 385.84 | 532.07 | 32.60 | | NO |
| Total (Consumer product) | 0.00 | 22,791.63 | 11,575.20 | 15,962.10 | 1,890.80 | \$40,644.53 | |
| Midwest Computer Prod. | No Bid | 653.20 | No Bid | 448.66 | 32.60 | | NO |
| Total (Commercial Product) | 0.00 | 24,168.40 | 0.00 | 13,459.80 | 1,890.80 | \$39,519.00 | |

NOTES:

Option A is for 1280 x 720p and Option B is for 1920 x 1080p - each are full HD quality
 Unit numbers specified are estimated and not guaranteed that those quantities would be ordered
 "Guaranteed" prices for one year is if additional sets or mounts are required
 This is a capital project and would be eligible for CIPRA funding/reimbursement

Staff bid award recommendation: O'ROURKE DISTRIBUTING

GMS APPLICATION NUMBER: 2012-H1369-IL-DJ

**MEMORANDUM OF UNDERSTANDING
2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of April, 2012, by and between **THE CITY OF MOLINE, ILLINOIS (“Moline”), THE CITY OF ROCK ISLAND, ILLINOIS (“Rock Island”), and THE COUNTY OF ROCK ISLAND, ILLINOIS (“County”)** in regard to the joint application for funding available from the U. S. Department of Justice.

WITNESSETH:

WHEREAS, Moline, Rock Island, and County are eligible to submit a joint application for the aggregate of funds allocated to them under the 2012 Byrne Justice Assistance Grant (JAG) Program award; and

WHEREAS, the grant requires that one agency serve as the Fiscal Agent for the funds and administer the financial and programmatic requirements; and

WHEREAS, Moline will serve in the capacity of Fiscal Agent for the JAG grant, and as such will make application for the joint funding and comply with the subsequent reporting requirements; and

WHEREAS, this agreement is made subject to and enabled by Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW THEREFORE, the participating agencies agree as follows:

Grant Administration. Moline will complete the application process, based on the agreed upon allocation of funding and the individual projects as identified below for each of the participating agencies.

GMS APPLICATION NUMBER: 2012-H1369-IL-DJ

A. Upon receipt of the JAG funding, Moline will pay Rock Island the sum of \$29,025.90 for the Police Officer Personnel Project.

B. Upon receipt of the JAG funding, Moline will pay County the sum of \$5,101.30 for the Law Enforcement Courthouse/Justice Center Security Enhancement Project.

C. Upon receipt of the JAG funding, Moline will retain the sum of \$16,885.80 as its portion of the grant for its Less Lethal Weapon Deployment Project.

D. Each participating agency will establish a trust fund account in which its portion of the JAG funding will be deposited.

E. Each participating agency will retain documentation of all expenditures made from the JAG funding during the course of the grant period.

F. Upon request by Moline, Rock Island and County will provide financial and program data from their respective individual JAG funded projects for preparation of the appropriate quarterly and semi-annual reports required under the grant.

G. Moline, as the Fiscal Agent, will prepare and submit the required quarterly financial and semi-annual program reports required under the grant.

Term: The term of this agreement shall be for the four-year grant period, or until final close-out of the grant has been approved by the U. S. Department of Justice, whichever occurs first.

Miscellaneous: Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may

GMS APPLICATION NUMBER: 2012-H1369-IL-DJ

arise from the furnishing of services by the other parties.

CITY OF MOLINE, ILLINOIS

CITY OF ROCK ISLAND, ILLINOIS

By: _____
Mayor

By: _____
Mayor

Attest:

City Clerk

Attest:

City Clerk

Approved As To Form:

City Attorney

Approved As To Form:

City Attorney

**COUNTY OF ROCK ISLAND,
ILLINOIS**

By: _____
County Board Chairman

Attest:

Approved As To Form:

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: March 27, 2012 11:00 a.m.

Project: 1158 - 3503 12th Avenue Retaining Wall

| ITEM NO. | ITEM | APPROX QUANTITY | UNIT | Legacy Corporation | | Miller Trucking & Excavating, Inc. | | Langman Construction, Inc. | |
|----------|--------------------------------|-----------------|--------|--------------------|--------------------|------------------------------------|--------------------|----------------------------|--------------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1 | Retaining Wall Removal | 1 | L. Sum | \$7,645.00 | \$7,645.00 | \$4,187.50 | \$4,187.50 | \$15,200.00 | \$15,200.00 |
| 2 | Precast Modular Retaining Wall | 1101 | S.F. | \$35.00 | \$38,535.00 | \$42.50 | \$46,792.50 | \$35.00 | \$38,535.00 |
| 3 | Seeding, Special Complete | 240 | S.Y. | \$5.00 | \$1,200.00 | \$1.75 | \$420.00 | \$2.00 | \$480.00 |
| 4 | Traffic Control | 1 | L. Sum | \$2,500.00 | \$2,500.00 | \$1,100.00 | \$1,100.00 | \$700.00 | \$700.00 |
| | TOTAL | | | | \$49,880.00 | | \$52,500.00 | | \$54,915.00 |

| ITEM NO. | ITEM | APPROX QUANTITY | UNIT | Hardscape Solutions of Iowa | | Walter D. Laud, Inc. | | Brandt Construction Co. | |
|----------|--------------------------------|-----------------|--------|-----------------------------|--------------------|----------------------|--------------------|-------------------------|--------------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1 | Retaining Wall Removal | 1 | L. Sum | \$8,924.00 | \$8,924.00 | \$32,000.00 | \$32,000.00 | \$10,100.00 | \$10,100.00 |
| 2 | Precast Modular Retaining Wall | 1101 | S.F. | \$36.21 | \$39,867.21 | \$29.00 | \$31,929.00 | \$55.65 | \$61,270.65 |
| 3 | Seeding, Special Complete | 240 | S.Y. | \$2.00 | \$480.00 | \$2.00 | \$480.00 | \$2.80 | \$672.00 |
| 4 | Traffic Control | 1 | L. Sum | \$6,753.00 | \$6,753.00 | \$500.00 | \$500.00 | \$4,255.00 | \$4,255.00 |
| | TOTAL | | | | \$56,024.21 | | \$64,909.00 | | \$76,297.65 |

| ITEM NO. | ITEM | APPROX QUANTITY | UNIT | A.J. Excavating, Inc. | | | | | |
|----------|--------------------------------|-----------------|--------|-----------------------|------------------------|--|--|--|--|
| | | | | UNIT PRICE | AMOUNT | | | | |
| 1 | Retaining Wall Removal | 1 | L. Sum | \$2,000.00 | \$2,000.00 | | | | |
| 2 | Precast Modular Retaining Wall | 1101 | S.F. | \$44,976.00 | \$49,518,576.00 | | | | |
| 3 | Seeding, Special Complete | 240 | S.Y. | \$500.00 | \$120,000.00 | | | | |
| 4 | Traffic Control | 1 | L. Sum | \$500.00 | \$500.00 | | | | |
| | TOTAL | | | | \$49,641,076.00 | | | | |

New Coat Sealing, LLC

1243 Water Tower Place, Suite 108, Arnold, MO 63010

Office: 636-296-8454

Fax: 636-333-2454

02/21/2012

City of Moline, Illinois – Scott Hilton
3635 4th Ave.
Moline, IL 61265

Re: Extension of crack sealing prices to the City of Moline, IL. for 2012

Dear Mr. Hilton:

I am writing you this letter to confirm our conversation. As owner of New Coat Sealing, LLC; I will extend our 2011 crack sealing, crack routing, and traffic control contract prices to the City of Moline, IL for 2012. These prices are as follows:

- 1) Crack Routing: \$0.78 / Foot

- 2) Crack Sealing: \$1.145 / Pound

- 3) Traffic Control: \$8,000.00 lump sum

If you have any questions, please call me. My cell number is 314-713-1221.

Thank you,


Christopher J. Cepicky, Sr.
Owner / Member

City of Rock Island

Public Works Department - Engineering Division
Bid Tabulation Sheet

Project: 2012 Seal Coat Pavement Program
Job No. 2111
Bid Date: March 13, 2012 at 9:00 AM

| | | | | Engineer's Estimate | | Bidder | | Bidder | |
|----------|----------------------------------|----------|-----------------|---------------------|--------------|---|--------------|---|--------------|
| | | | | | | Brandt Construction Co. 700 4th Street West Milan, IL 61264 | | Settle, Inc PO Box 3217 Rock Island, IL 61201 | |
| Item No. | Description | Quantity | Units | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | Preparation of Base | 2120 | yd ² | \$ 4.50 | \$ 9,540.00 | \$ 3.50 | \$ 7,420.00 | \$ 4.00 | \$ 8,480.00 |
| 2 | Aggregate Base Repair | 50 | ton | \$ 31.00 | \$ 1,550.00 | \$ 30.00 | \$ 1,500.00 | \$ 29.00 | \$ 1,450.00 |
| 3 | Bituminous Materials (Seal Coat) | 2701 | gal | \$ 4.50 | \$ 12,154.50 | \$ 3.90 | \$ 10,533.90 | \$ 4.55 | \$ 12,289.55 |
| 4 | Seal Coat Aggregate | 113 | ton | \$ 31.50 | \$ 3,559.50 | \$ 40.00 | \$ 4,520.00 | \$ 40.00 | \$ 4,520.00 |
| 5 | Traffic Control and Protection | 1 | LS | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 750.00 | \$ 750.00 |
| Totals: | | | | | \$ 27,804.00 | | \$ 24,973.90 | | \$ 27,489.55 |

Brandt CONSTRUCTION CO.

GENERAL CONTRACTORS

700 FOURTH STREET WEST
MILAN, ILLINOIS 61264
PHONE: (309) 787-4644

Friday, March 23, 2012

Scott Hinton
City of Moline
Department of Public Works
3635 4th Avenue
Moline, Il. 61265

Re: 2012 Seal Coat Program
Moline-Rock Island IL.

Dear Mr. Hinton,

Brandt Construction Co. would like to extend the 2012 Seal Coat Program Unit Pricing to the City of Moline for up coming season ending November 30, 2012 with the City of Rock Island.

Thank you for your time and consideration

If there are any questions, please contact our office.

Sincerely yours,


Terence Brandt
Brandt Construction Co.



PURCHASE ORDER

MAIL INVOICES TO:

City of Moline
 Public Works - Engineering
 3635 Fourth Avenue
 Moline, IL 61265

PAGE NO.

1

PURCHASE ORDER NO.

ENG2012

THIS P.O. NO. MUST APPEAR ON ALL
 INVOICES, CARTONS AND PACKAGES

DATE

8-Mar-12

VENDOR Conklin Sales, Inc.
 305 West 12th Street
 Sterling, IL 61081

SHIP TO
 City of Moline - Eng
 3635 Fourth Avenue
 Moline, IL 61265

VENDOR NO.

DELIVER BY

REQUESTED BY

ACCOUNT NO

| LINE NO. | QUANTITY | UOM | DESCRIPTION | UNIT COST | EXTENDED COST |
|---------------|----------|-----|--|-----------|------------------|
| 1 | 12 | | CV1-1120-CIRL G-PF Backless Flat Radius Bench, Large Radius, Six Foot Length, Pedestal Mount, Powder Coated Finish | 998.00 | 11,976.00 |
| 2 | 10 | | City View Round Receptacle, Vertical Strap, Flair Top 40 Gallon Flat Lid. 40 Gallon rigid plastic liner with handles included. Powder Coat Finish | 845.00 | 8,450.00 |
| 3 | 1 | | Shipping Charges Uploading and placement is the responsibility of the customer. Price does not include sales tax. Conklin Sales, Inc. does not collect any sales tax. All sales tax are the responsibility of the purchasing party. | 1,125.00 | 1,125.00 |
| 4 | 16 | | QR-BJ3630P BAJA Round Planter (LITE CRETE) 3'-0" Wide X 30" High. COLOR & FINISH: P6-COPPER, T9-SANDSTONE, Triple Gloss Sealer, with 2 inch Dia. drain hole. Included interior water sealant. Approx. Weight 329 LBS*** Price includes shipping via common carrier. Customer to provide forklift, pallet jack or crane for offloading and placement. A 50% deposit is required before production. Installation is not quoted for the above items. | 1,088.00 | 17,408.00 |
| TOTAL: | | | | | 38,959.00 |

AUTHORIZED BY _____

APPROPRIATE PURCHASING OFFICIAL

TELEPHONE CONTACT

PURCHASE ORDER TERMS AND CONDITIONS

- 1 **AGREEMENT.** This Purchase Order and the Request for Quotation Form used by the City of Moline contain all the terms and conditions with respect to the purchase of goods and services herein, except that if this order is also covered by another written contract signed by both City and Vendor, then the terms and conditions set forth in this purchase order apply to the extent that they are not in conflict with such other written contract. No modifications of the terms and conditions set forth in this agreement shall be of any force unless such modification has been expressly agreed to in writing by both parties.
- 2 **DELIVERY.** Delivery shall be F.O.B. destination unless otherwise specified in the shipping instructions. Absolutely no C.O.D. shipments accepted. All shipments that are F.O.B. point of origin must be shipped Prepaid and Billed on Invoice.
- 3 **PAYMENT.** Payment terms are Net 30 days minimum, unless otherwise agreed to by both parties. Payment will be by check only.
- 4 **TAXES.** All government bodies in the State of Illinois are exempt from payment of federal excise taxes and state sales tax.
- 5 **CANCELLATION.** It is understood that the City of Moline may cancel this Order at any time provided proper notification has been given and both parties are in agreement on cancellation charges if any such are to be imposed; for example: there are no excusable delays in the delivery schedule. If supplier can not meet the delivery date promised, and the City is faced with a critical situation and can obtain goods from another source in a shorter time period, we will be obligated to do so.
- 6 In case of the above default by the vendor, the City of Moline may procure the articles or services from other sources and may deduct from unpaid balance due the vendor, or may collect against the performance bond for excess costs so paid, and the prices paid by the City of Moline shall be considered the prevailing market price at the time of purchase is made.
- 7 The vendor shall hold the City of Moline, its officers, agents, and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request for quotation.
- 8 The successful bidder is specifically denied the right of using in any form or medium the name of the City of Moline for public advertising unless written permission is granted by the City of Moline.
- 9 Equal Employment Opportunity Clause - In accordance with the State of Illinois, Federal guidelines and the City of Moline, the Successful bidder agrees that in the performance of this award:
 - A That it will not discriminate against any employee or applicant because of race, creed, color, national origin, sex, religion, or ancestry; and further that it will examine all job classifications to determine if minority persons are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - B That, in all solicitations or advertisements for employees placed by it or on its behalf, it will utilize media having substantial minority circulations such as may be available and will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, national origin or ancestry.
 - C That it will maintain records and submit reports as may from time to time be requested by the City of Moline.
 - D That it will permit reasonable access to all relevant books, records, accounts and work sites by the personnel of City of Moline for purposes of study to ascertain compliance.
 - E In the event of the successful vendors non-compliance with any provision of the Equal Opportunity Clause, the vendor may be declared ineligible for future contracts with the City of Moline, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute.
 - F The successful bidder will include the provisions of paragraphs "A" through "E" of this clause in every subcontract of purchase in the performance of this award. The successful bidder will utilize all reasonable means at its disposal to enforce such provisions, and will promptly notify the City of Moline in the event any subcontractor or vendor fails or refuses to comply herewith.

**INTERGOVERNMENTAL AGREEMENT FOR 2012 JOINT PAVEMENT MARKING
PROGRAM BETWEEN AND AMONG**

CITY OF MOLINE, CITY OF EAST MOLINE, AND CITY OF ROCK ISLAND

WHEREAS, the CITY OF MOLINE, ILLINOIS (hereinafter "Moline"), the CITY OF EAST MOLINE, ILLINOIS (hereinafter "East Moline"), and the CITY OF ROCK ISLAND, ILLINOIS (hereinafter "Rock Island"), are municipal corporations organized pursuant to Art. VII, Sect. 6, of the Illinois Constitution or pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*); and

WHEREAS, existing streets, alleys, and sidewalks in Moline, East Moline, and Rock are in need of pavement marking; and

WHEREAS, it is often most cost effective to perform said pavement marking work as one project due to the volume of work; and

WHEREAS, the parties agree to undertake Project #1154- 2012 Joint Pavement Marking Program jointly within the 2012 calendar year and to share in the project based on the amount of work done in the respective municipalities.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Moline, by and through its Mayor; East Moline, by and through its Mayor; and Rock Island, by and through its City Manager; hereby agree as follows:

1. Each municipality electing to participate in this joint project shall provide quantities, locations, and all other information necessary to identify the work to be performed within their respective municipality. The City of Moline will assemble the various quantities, generate a bid package, and solicit bids for the repairs. Quantities shall be listed separately and unit prices obtained for each municipality. The project will be awarded to the lowest responsible and responsive bidder for the entire project. Inspection during construction and measurement of final quantities shall be the responsibility of each respective municipality.
2. The parties mutually agree to share the costs of the project based on the unit prices and final quantities for work done in the respective municipalities. Each municipality shall remit payment for the work done in its respective municipality directly to the bidder that is awarded the project.
3. Moline shall require a performance bond for the entire contract amount and insurance for the entire project, including the work to be done in East Moline and Rock Island, from the bidder that is awarded the project.

4. The parties agree that this agreement shall relate solely each to the other, and shall not be in benefit of any third party, nor shall it be construed as a practice or procedure available to any other person or entity excepting the parties herein; provided, however, that each party retains the ability and right to enter into any other agreements with any other party or parties concerning the same or other subject matter from that herein contained.

5. Each party agrees to mutually indemnify, defend, and hold harmless the other parties, their officers, agents and employees, for any and all claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising from the negligent or willful and wanton acts of such indemnifying party's officers, employees, and agents.

6. Further, each party agrees to mutually indemnify, defend, and hold harmless the other parties, their officers, agents and employees, for any and all injuries, claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising out of work being performed in such indemnifying party's respective jurisdiction.

7. This agreement shall remain in full force and effect until the project contemplated in this agreement is completed.

8. This instrument contains the entire agreement between Moline, East Moline, and Rock Island with respect to the transaction contemplated in this agreement. The parties agree there are no other terms or conditions of this agreement, either oral or written, other than those stated herein.

TO EVIDENCE THIS AGREEMENT, the parties have executed this agreement on the dates set opposite their respective signatures below.

CITY OF MOLINE, ILLINOIS

By _____
Donald P. Welvaert, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

Approved as to Form:

By _____
Maureen Riggs, City Attorney

CITY OF EAST MOLINE, ILLINOIS

By _____
John Thodos, Mayor

Attest: _____
Arletta Holmes, City Clerk

Approved as to Form:

By _____
William Phares, City Attorney

Date: _____, 2012

Date: _____, 2012

CITY OF ROCK ISLAND, ILLINOIS

By _____
Thomas Thomas, City Manager

Attest: _____
Aleisha Patchin, City Clerk

Approved as to Form:

By _____
Theodore G. Kutsunis, City Attorney

Date: _____, 2012



5485 NE 17TH ST. SUITE A
 DES MOINES, IA 50313
 PH: 515-528-8201
 FX: 515-528-8198

| | |
|---|---|
| To: SCOTT HINTON Moline Electric Supply 2601 5th Ave. P. O. Box 367 Moline, IL 61265 309-797-3361 Fax 309-797-6162 | Proj: CITY OF MOLINE 5TH AVE. 17TH-19TH |
|---|---|

| | |
|-------|-------|
| Arch: | Engr: |
| Spec: | Cont: |

Remarks: LAMPS NOT INCLUDED UNLESS NOTED

| Qty | Type | Mfg | Description | Unit Price | Extd.Price |
|------------------|------|------|---|------------|--------------------------------------|
| | | | 5TH AVENUE, 17-19TH | | |
| 2 8 | | LUME | NW-90W49LED4K-AC-CS-LE3-208-JR-2-AM8W-14-GFII (2) - 3/4X20-G-12 1/2-DEC-GN8TX-LMS51774A | 4640.00 | \$37120.00 9,260.00 |
| 21 20 | | LUME | NW-90W49LED4K-AC-CSLE3-208-OM-2-SSM8V-20-CAP1- GFII (2) -1X36-G-12 1/2-DEC-GN8TX-LMS51773A | 5266.00 | \$105320.00 110,586.00 |
| | | | BELOW IS FIXTURE TO BE SUSPENDED BETWEEN POLES. CABLE SUSPENSION AND POWER BY OTHERS. | | |
| 11 10 | | LUME | CANDS1-INC-PC-CPD-LMP-120-GN8TX-LMS23641C | 1325.00 | \$13250.00 14,575.00 |
| 11 10 | | LED | TL54CW (LED LAMP FOR CANDS1 FIXTURE ABOVE) | 100.00 | \$1000.00 1,100.00 |
| | | NOTE | PRICES DO NOT INCLUDE ANY APPLICABLE SALES TAX. | | |
| Total ===== | | | | | \$156690.00 |

| | | | |
|----------------|--------------------|-------------------|-------------------|
| F.O.B. Per MFG | Terms: Net 30 Days | Lead time: VARIES | 135,541.00 |
|----------------|--------------------|-------------------|-------------------|

Prices firm for entry by: 04-14-12 Shipment by: 06-13-12

PRODUCTS LISTED ON QUOTES DO NOT QUALIFY FOR ARRA OR BUY AMERICAN UNLESS STATED. Subject to manufacturer's published terms and conditions of sale. See Term Sheet on our website. Quotation is void if changed. Ballast disconnects not included unless noted. GENERIC BALLASTS used unless noted. Lamps not included unless noted [LP or with lamp]. Grid mounting unless noted. Standard finish & color unless noted. Prices based on complete bill of material. Counts & voltage by others. STEMS AND MOUNTING HARDWARE BY OTHERS UNLESS OTHERWISE NOTED. BAR HANGERS NOT INCLUDED, UNLESS NOTED ON Quote. PUT QUOTE NUMBER ON ALL ORDERS.



5485 NE 17TH ST. SUITE A
 DES MOINES, IA 50313
 PH: 515-528-8201
 FX: 515-528-8198

| | |
|---|--|
| To: SCOTT HINTON Moline Electric Supply 2601 5th Ave. P. O. Box 367 Moline, IL 61265 309-797-3361 Fax 309-797-6162 | Proj: CITY OF MOLINE RIVER DR. 12TH-19TH |
|---|--|

| | |
|-------|-------|
| Arch: | Engr: |
| Spec: | Cont: |

Remarks: LAMPS NOT INCLUDED UNLESS NOTED

| Qty | Type | Mfg | Description | Unit Price | Extd.Price |
|-------------|------|------|--|------------|-------------|
| | | | RIVER DRIVE, 12-19TH STREETS | | |
| 42 | | LUME | NW-90W49LED4K-AC-CS-LE3-208-JR-2-AM8W-14-GFII (2) - 3/4X20-G-12 1/2-DEC-GN8TX-LMS51774A | 4640.00 | \$194880.00 |
| 7 | | LUME | NW-90W49LED4K-AC-CS-LE3-120-AM8W-14-GFII 3/4X20-G-12 1/2-DEC-GN8TX | 3202.00 | \$22414.00 |
| 12 | | LUME | GPLM-180W98LED4K-LE3-RC-NP | 895.00 | \$10740.00 |
| 4 | | DAYB | WLR90WLU-AL | 425.00 | \$1700.00 |
| 4 | | GARD | BRM836-36-MR-NW-360-UNIV-SC | 1265.00 | \$5060.00 |
| | | GARD | SC SPECIAL COLOR SET-UP PER ORDER. | 600.00 | |
| | | LUME | LED WARRANTY IS FOR FIVE YEARS. | | |
| | | NOTE | PRICES DO NOT INCLUDE ANY APPLICABLE SALES TAX. | | |
| Total ===== | | | | | \$234794.00 |

| | | |
|----------------|--------------------|-------------------|
| F.O.B. Per MFG | Terms: Net 30 Days | Lead time: VARIES |
|----------------|--------------------|-------------------|

| | |
|------------------------------------|-----------------------|
| Prices firm for entry by: 04-14-12 | Shipment by: 06-13-12 |
|------------------------------------|-----------------------|

PRODUCTS LISTED ON QUOTES DO NOT QUALIFY FOR ARRA OR BUY AMERICAN UNLESS STATED. Subject to manufacturer's published terms and conditions of sale. See Term Sheet on our website. Quotation is void if changed. Ballast disconnects not included unless noted. GENERIC BALLASTS used unless noted. Lamps not included unless noted [LP or with lamp]. Grid mounting unless noted. Standard finish & color unless noted. Prices based on complete bill of material. Counts & voltage by others. STEMS AND MOUNTING HARDWARE BY OTHERS UNLESS OTHERWISE NOTED. BAR HANGERS NOT INCLUDED, UNLESS NOTED ON Quote. PUT QUOTE NUMBER ON ALL ORDERS.

Printed 03/12/12 14:57:09 Per: RON REIDBURN