



MOLINE CITY COUNCIL AGENDA

Tuesday, April 17, 2012

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of April 10, 2012.

RESOLUTIONS

1. Council Bill/Resolution 1163-2012

A Resolution authorizing the Mayor and City Clerk to execute a contract with Legacy Corporation for Project #1158, 2012 Retaining Wall Replacement, in the amount of \$49,880.00.

EXPLANATION: Bids were publicly read and on March 27, 2012, with Legacy Corporation submitting the lowest responsible and responsive bid in the amount of \$49,880.00.

FISCAL IMPACT: Sufficient funds are budgeted in CIP, Utility Tax, #510-9965-438-.08-10

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Resolution 1164-2012

A Resolution authorizing approval of a Sole Source Purchase from NRG Sales for 5th Avenue Streetlights in the amount of \$135,541.00.

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 2010's 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.

FISCAL IMPACT: Downtown SSA funds will be used for this purchase.

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1165-2012

A Resolution authorizing approval of a Sole Source Purchase from Conklin Sales for 5th Avenue Streetscaping Amenities in the amount of \$38,959.00.

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.

FISCAL IMPACT: Downtown SSA funds will be used for this purchase.

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1166-2012

A Resolution authorizing approval of a Sole Source Purchase from NRG Sales for River Drive Streetlights for the amount of \$234,794.00.

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.

FISCAL IMPACT: \$215,000.00 in Utility Tax Funds and \$190,000.00 in Legislator Discretionary Funding from Representative Pat Verschoore are budgeted and available for this project.

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1167-2012

A Resolution authorizing the Mayor and City Clerk to execute a contract with New Coat Sealing, LLC for Project #1162, 2012 Joint Sealing Program, in the amount of \$75,000.00.

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 cheaper pricing would be received by bidding the project and recommends accepting New Coat Sealing's offer.

FISCAL IMPACT: \$75,000.00 is budgeted in #510-9965-438.04-25, Utility Tax, Contractual Repairs.

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1168-2012

A Resolution authorizing approval of an intergovernmental agreement between East Moline and Rock Island related to Project #1154, 2012 Joint Pavement Marking Program.

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 East Moline and Rock Island is necessary to protect each City's best interests and ensure that potential liabilities are minimized.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1169-2012

A Resolution authorizing the Mayor and City Clerk to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1154, 2012 Joint Pavement Marking Program, in the amount of \$291,657.50.

EXPLANATION: Annually, Moline enters into a joint pavement marking contract with Rock Island and East Moline. Bids were received and publicly read on February 14, 2012, with Peterson Parking Lot Striping, Inc. submitting the lowest responsive and responsible bid. The City’s portion of the low bid is \$154,516.25.

FISCAL IMPACT: \$100,000.00 is budgeted in Utility Tax, Contractual Repairs.

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1170-2012

A Resolution authorizing the Mayor and City Clerk to Execute a contract with Brandt Construction for Project #1163, 2012 Seal Coat Program, in the amount of \$100,000.00.

EXPLANATION: The City of Rock Island opened bids for seal coating on March 13, 2012, with Brandt Construction submitting the lowest responsible and responsive bid. Brandt Construction has offered to also extend its unit prices to Moline.

FISCAL IMPACT: \$100,000.00 is budgeted in #510-9965-438.04-25.

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/Resolution 1171-2012

A Resolution authorizing the Mayor and City Clerk to execute a Purchase Agreement between the cities of Moline and East Moline to allow East Moline to purchase motor fuel from Moline’s Public Works facility.

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.

FISCAL IMPACT: Increased revenue

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/Resolution 1172-2012

A Resolution authorizing the ceding of Home Rule Volume Cap for the calendar year 2012 to the Quad Cities Regional Economic Development Authority in the amount of \$4,130,885.

EXPLANATION: 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 home rule volume cap 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: File with Governor’s Office

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

OMNIBUS VOTE		
Council Member	Aye	Nay
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Mayor Welvaert		

11. Council Bill/General Ordinance 3012-2012

An Ordinance amending the Zoning & Land Development Ordinance of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103. (*McDonald's USA LLC, 2701 69th Avenue Court*)

EXPLANATION: This ordinance will approve the McDonald's Preliminary/Final PUD plan and rezone the site from B-4 to to B-4 PUD, subject to the condition stated within the ordinance.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by owner

12. Council Bill/General Ordinance 3013-2012

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 at 1811 15th Street.

EXPLANATION: Traffic Committee reviewed request on April 3, 2012, and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

13. Council Bill/Special Ordinance 4017-2012

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 Trinity Lutheran Church FROG Hop 5K scheduled for Saturday, May 5, 2012.

EXPLANATION: This is a special event that has been reviewed by the Special Events Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/Resolution No.: 1163-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Legacy Corporation for Project #1158, 2012 Retaining Wall Replacement, in the amount of \$49,880.00.

WHEREAS, bids were publicly read on March 27, 2012; and

WHEREAS, bids were solicited with Legacy Corporation submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Legacy Corporation for Project #1158, 2012 Retaining Wall Replacement, in the amount of \$49,880.00; 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

April 17, 2012

Date

Passed: April 17, 2012

Approved: April 24, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2012, between **LEGACY CORPORATION** of **18619 43RD AVENUE N., PORT BYRON, IL 61275**, hereinafter referred to as the “CONTRACTOR,” and the **CITY OF MOLINE, ILLINOIS**, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FORTY NINE THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 (\$49,880.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1158, 3503 12TH AVENUE RETAINING WALL** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **FORTY NINE THOUSAND EIGHT**

HUNDRED EIGHTY AND NO/100 (\$49,880.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1164-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Sole Source Purchase from NRG Sales for 5th Avenue Streetlights for the amount of \$135,541.00.

WHEREAS, the 5th Avenue Streetscaping Plan approved by Council several years ago is being incorporated into the current Motor Fuel Tax (MFT) Section No. 12-00251-00-RP, 5th Avenue, 17th – 19th Street project; and

WHEREAS, NRG Sales supplied the streetlights for the 2010 project and proposed to supply 34 streetlights for this year's project at 2010 pricing in the amount of \$135,541.00; and

WHEREAS, Downtown SSA funds will be used for said purchase.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Sole Source Purchase from NRG Sales for 5th Avenue Streetlights for the amount of \$135,541.00.

CITY OF MOLINE, ILLINOIS

Mayor

April 17, 2012

Date

Passed: April 17, 2012

Approved: April 17, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney



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
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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 =====					\$156690.00 135,541.00

F.O.B. Per MFG	Terms: Net 30 Days	Lead time: VARIES
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Prices firm for entry by: 04-14-12	Shipment by: 06-13-12
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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 14:52:52 Per: RON REIDBURN

Council Bill/Resolution No.: 1165-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Sole Source Purchase from Conklin Sales for 5th Avenue Streetscaping Amenities for the amount of \$38,959.00.

WHEREAS, the 5th Avenue Streetscaping Plan approved by Council several years ago is being incorporated into the current Motor Fuel Tax (MFT) Section No. 12-00251-00-RP, 5th Avenue, 17th – 19th Street project; and

WHEREAS, streetscaping items to be included in the 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; and

WHEREAS, Conklin Sales supplied the amenities for the previous projects and proposes to supply the amenities for this year's project at 2010 pricing levels; and

WHEREAS, Downtown SSA funds will be used for said purchase.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Sole Source Purchase from Conklin Sales for 5th Avenue Streetscaping Amenities in the amount of \$38,959.00.

CITY OF MOLINE, ILLINOIS

Mayor

Date

April 17, 2012

Passed: April 17, 2012

Approved: April 17, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney



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 _____

Acceptance of this order constitutes an acceptance of the TERMS AND CONDITIONS listed on the reverse side.

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.

Council Bill/Resolution No.: 1166-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Sole Source Purchase from NRG Sales for River Drive Streetlights in the amount of \$234,794.00.

WHEREAS, 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; and

WHEREAS, NRG Sales proposes to supply 69 streetlights at 2010 prices for \$234,794.00; and

WHEREAS, \$215,000.00 in Utility Tax Funds and \$190,000.00 in Legislator Discretionary Funding from Representative Pat Verschoore are budgeted and available for this project.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Sole Source Purchase from NRG Sales for 5th Avenue Streetlights in the amount of \$135,541.00.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Date

Passed: April 17, 2012

Approved: April 17, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney



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
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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
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Prices firm for entry by: 04-14-12	Shipment by: 06-13-12
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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
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Council Bill/Resolution No.: 1167-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with New Coat Sealing, LLC for Project #1162, 2012 Joint Sealing Program, in the amount of \$75,000.00.

WHEREAS, the City of Rock Island opened bids for joint sealing on August 5, 2009, and upon mutual agreement between Rock Island and New Coat Sealing, the contract and unit prices have been extended into 2012; and

WHEREAS, New Coat Sealing, LLC has also offered to extend its 2009 unit prices to Moline; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with New Coat Sealing, LLC for Project #1162, 2012 Joint Sealing Program, in the amount of \$75,000.00; 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

Date

Date

Passed: April 17, 2012

Approved: April 24, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2012, between **NEW COAT SEALING, LLC** of **1243 WATER TOWER PLACE, SUITE 108, ARNOLD, MO 63010**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1162 – 2012 JOINT SEALING PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:

<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SEVENTY FIVE THOUSAND AND**

NO/100 (\$75,000.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1168-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of an Intergovernmental Agreement between East Moline and Rock Island related to Project #1154, 2012 Joint Pavement Marking Program.

WHEREAS, at the February 21, 2012, Committee-of-the-Whole meeting, Council approved the award of an contract for Project #1154, 2012 Joint Pavement Marking Program; and

WHEREAS, an intergovernmental agreement is necessary to protect the interests of the parties and to ensure that potential liabilities are minimized.

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

That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement between Moline, East Moline, and Rock Island related to Project #1154, 2012 Joint Pavement Marking Program; 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

April 17, 2012

Date

Passed: April 17, 2012

Approved: April 24, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

**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

Council Bill/Resolution No.: 1169-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1154, 2012 Joint Pavement Marking, in the amount of \$291,657.50.

WHEREAS, annually Moline enters into a joint pavement marking contract with Rock Island and East Moline; and

WHEREAS, bids were publicly read on February 14, 2012; and

WHEREAS, bids were solicited with Peterson Parking Lot Striping, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, the City's portion of the low bid is \$154,516.25; and

WHEREAS, \$100,000.00 is budgeted in Utility Tax, Contractual Repairs.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1154, 2012 Joint Pavement Marking, in the amount of \$291,657.50; 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

February 23, 2012
Date

Passed: February 23, 2012

Approved: March 6, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2012, between **PETERSON PARKING LOT STRIPING, INC.** of **P.O. BOX 339, CARBON CLIFF, IL 61239**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **TWO HUNDRED NINETY ONE THOUSAND SIX HUNDRED FIFTY SEVEN AND 50/100 (\$291,657.50) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1154 – 2012 JOINT PAVEMENT MARKING PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **TWO HUNDRED NINETY ONE**

THOUSAND SIX HUNDRED FIFTY SEVEN AND 50/100 (\$291,657.50) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

By: _____

CITY:

CITY OF MOLINE, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1170-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Brandt Construction for Project #1163, 2012 Seal Coat Program, in the amount of \$100,000.00.

WHEREAS, bids were publicly read by the City of Rock Island on March 13, 2012, with Brandt Construction submitting the lowest responsible and responsive bid; and

WHEREAS, Brandt Construction has offered to extend their unit prices to Moline; and

WHEREAS, \$100,000.00 is budgeted in #510-9965-438.04-25, Utility Tax, Contractual Repairs.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Brandt Construction for Project #1163, 2012 Seal Coat Program, in the amount of \$100,000.00; 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

April 17, 2012
Date

Passed: April 17, 2012

Approved: April 24, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2012, between **BRANDT CONSTRUCTION** of **700 FOURTH STREET WEST, MILAN, IL 61264**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1163 – 2012 SEAL COAT PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:

<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS** conditioned upon the faithful performance and execution of the

work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No. 1171-2012
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Purchase Agreement between the cities of Moline and East Moline to allow East Moline to purchase motor fuel from Moline's Public Works facility.

WHEREAS, 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; and

WHEREAS, the cost of the fuel to East Moline will be 17 cents per gallon above the cost to Moline; and

WHEREAS, said cost shall remain fixed through December 31, 2012 and will be subject to adjustment by Moline for each year of renewal thereafter; and

WHEREAS, the cities estimate that 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.

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

That the Mayor and City Clerk are hereby authorized to execute a Purchase Agreement between the cities of Moline and East Moline to allow East Moline to purchase motor fuel from Moline's Public Works facility; provided, however, that that said proposal is in substantially similar 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
April 17, 2012
Date

Passed: April 17, 2012
Approved: April 24, 2012

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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.

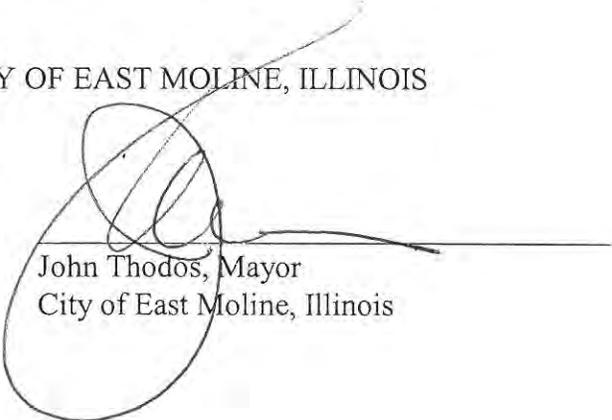
5. This Purchase Agreement shall be subject to termination by either party with 30 days written notice to the other party.

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

Council Bill/Resolution No.: 1172-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the ceding of Home Rule Volume Cap Authority.

WHEREAS, the Internal Revenue Code of 1986 provides that the amount of home rule volume cap which may be used by the City of Moline (the "City") as a constitutional home rule unit is equal to its population multiplied by \$95.00; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 et.seq. provides, among other things that the corporate authorities of any home rule unit may reallocate to a state agency any portion of its unused allocation of volume cap; and

WHEREAS, the City has available year 2012 volume cap and desires to utilize this cap in cooperation with the Quad Cities Regional Economic Development Authority (QCREDA) to support projects that will create jobs and expand the City's tax base.

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

That the City of Moline, Illinois hereby agrees to reallocate to the Quad Cities Regional Economic Authority (QCREDA) its 2012 home rule volume cap allocation in the amount of \$4,130,885 to be used to support projects that will provide job opportunities and new investments.

BE IT FURTHER RESOLVED the Finance Director is hereby authorized to execute a Letter of Agreement with QCREDA consenting to such allocation on behalf of the City as authorized.

BE IT FURTHER RESOLVED the Finance Director shall provide a notice of such allocation to the Office of the Governor of the State of Illinois and that this ordinance shall be effective from and after its passage.

CITY OF MOLINE, ILLINOIS

Mayor

April 17, 2012

Date

Passed: April 17, 2012

Approved: April 24, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

AN ORDINANCE

AMENDING the Zoning Ordinance of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103.
(*McDonald's USA LLC, 2701 69th Avenue Court*)

WHEREAS, the Plan Commission has received a request for rezoning sufficient in form and content; and

WHEREAS, the Plan Commission, after public hearing upon proper notice, has made its recommendation; and

WHEREAS, this Council's Committee of the Whole has considered said request and recommendation and made its own recommendation; and

WHEREAS, this Council finds and declares that a change from B-4 to B-4 P.U.D. zoning will more accurately reflect the comprehensive plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Ordinance.

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

Section 1 - That the following described territory shall be, and the same is, hereby changed from zoning classification "B-4" (Highway/Intensive Business District), as provided in Section 35-3210 of said Zoning Ordinance, to zoning classification "B-4 P.U.D." (Highway/Intensive Business District Planned Unit Development Zone), as provided in Section 35-3700 of said Zoning Ordinance.

Lot 1 of Frank Foundries Subdivision, part of Section 12, Township 17 North, Range 1 West of the 4th Principal Meridian, City of Moline, County of Rock Island, State of Illinois.

Located at 2701 69th Avenue Court, Moline, IL.
Rock Island County Parcel Number 121676.

Section 2 - That in addition to all other requirements and conditions included in this Ordinance, the Preliminary Plans and Final Plan shall be subject to the following provision:

McDonald's shall submit a letter agreeing to install a public/private walkway at the southwest corner of the site when requested by the City or when warranted by street intersection improvements.

Section 3 - That this B-4 P.U.D. zoning authorizes and limits the development of the herein described real estate only in conformity with the P.U.D. plans attached hereto and incorporated herein by this reference thereto as Exhibit "A" and approved hereby.

Section 4 - That the Zoning Administrator is hereby directed to correct the zoning map as provided in Section 35-3103 of the Moline Zoning Ordinance and to enter a notation thereon, so as to

show that the above-described area is established as above set forth and shall hereinafter be included in the B-4 P.U.D. (Highway/Intensive Business District Planned Unit Development Zone).

Section 5 - That the foregoing amendment to the Moline Zoning Ordinance was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning Ordinance, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

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 by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

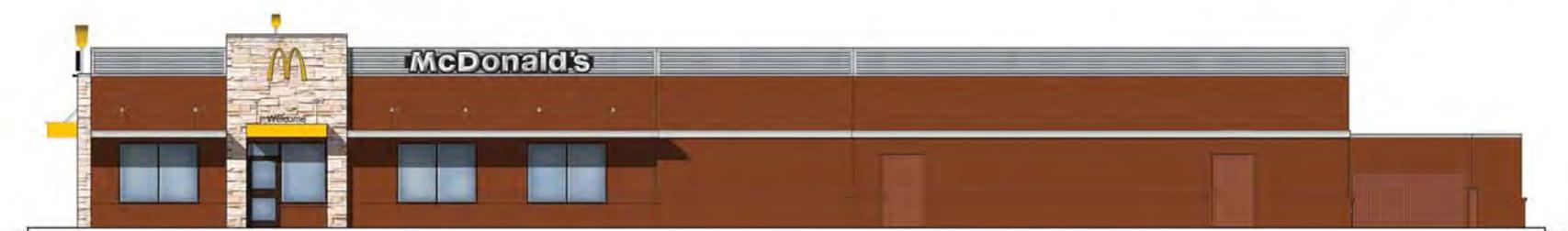
EXHIBIT "A"



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

CD **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 FOUNDRES 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:
 McDONALDS 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
 UNDESIRING 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. 3-1/2' 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) = 11,097 S.F.
 OPEN SPACE PROVIDED = 13,765 S.F. (24.8%)

IMPERVIOUS SURFACE:
 EXISTING IMPERVIOUS SURFACE = 45,888 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
 CHISEL "I"
 ELEVATION = 604.36

UTILITY NOTE:
 CALL BEFORE YOU DIG
JULIE
 (815) 426-2233
 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:

1. 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.
2. IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
4. 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.
5. ALL NECESSARY CONSTRUCTION SIGNS AND BARRICADES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS AND BARRICADES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. SOIL OVERHAUL ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
12. THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
13. 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.
14. GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND ILLINOIS DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. SEE DETAILS FOR ALL PAVEMENT THICKNESS.
21. 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.
22. 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.
23. THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
24. THE CONTRACTOR SHALL COORDINATE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
25. ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.
26. ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RP-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 SEWER 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.
1. SUBGRADE COMPACTION IN FILL SECTIONS:
 - A. FOLLOW THE COMPACTION WITH MOISTURE AND DENSITY CONTROL REQUIREMENTS.
 - B. CONSTRUCT IN TWO 8 INCH LIFTS.
 2. SUBGRADE COMPACTION IN CUT SECTIONS:
 - A. SCARIFY AND STOOPE THE TOP 4 INCHES OF SUBGRADE.
 - B. SCARIFY, MIX, AND RE-COMPACT THE NEXT 6 INCHES OF SUBGRADE.
 - C. REFERENCE, MIX, AND COMPACT THE TOP 6 INCHES OF SUBGRADE.
 3. REMOVE STONES OVER 3 INCHES FROM SUBGRADE.
 4. CONSTRUCT TO ELEVATION AND CROSS-SECTION SUCH THAT, AFTER ROLLING, SURFACE WILL BE ABOVE REQUIRED SUBGRADE ELEVATION.
- B. SUBGRADE STABILITY:**
1. PERFORM PROOF ROLLING WITH A TRUCK LOADED TO THE MAXIMUM SINGLE LEGAL AXLE GROSS WEIGHT OF 20,000 POUNDS OR THE MAXIMUM TANDEN AXLE GROSS WEIGHT OF 34,000 POUNDS. OPERATE TRUCKS AT LESS THAN 15 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.
 2. 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-SHOV 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:

1. 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.
- A. COHESIVE SOILS MUST MEET ALL OF THE FOLLOWING REQUIREMENTS:
 - 1) 45% OR LESS SILT SIZE FRACTION.
 - 2) DENSITY OF 110 PCF OR GREATER ACCORDING TO ASTM D 698 OR AASHTO T 99 (STANDARD PROCTOR DENSITY).
 - 3) PLASTICITY INDEX GREATER THAN 10.
 - 4) A-4 OR A-7.6 SOILS OF EQUAL ORIGIN.
- B. GRANULAR SOILS MUST MEET ALL OF THE FOLLOWING REQUIREMENTS:
 - 1) DENSITY OF 110 PCF OR GREATER ACCORDING TO ASTM D 698 OR AASHTO T 99 (STANDARD PROCTOR DENSITY).
 - 2) 15% OR LESS SILT AND CLAY.
 - 3) PLASTICITY INDEX OF 3 OR LESS.
 - 4) A-1, A-2, OR A-3(0).
2. CRUSHED STONE, CRUSHED PCC, CRUSHED COMPOSITE PAVEMENT, OR RAP: MIXTURES OF GRAVEL, SAND, AND SOIL OR UNIFORMALLY-BLENDED COMBINATIONS OF THE ABOVE AS APPROVED BY THE SOILS ENGINEER.
3. 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

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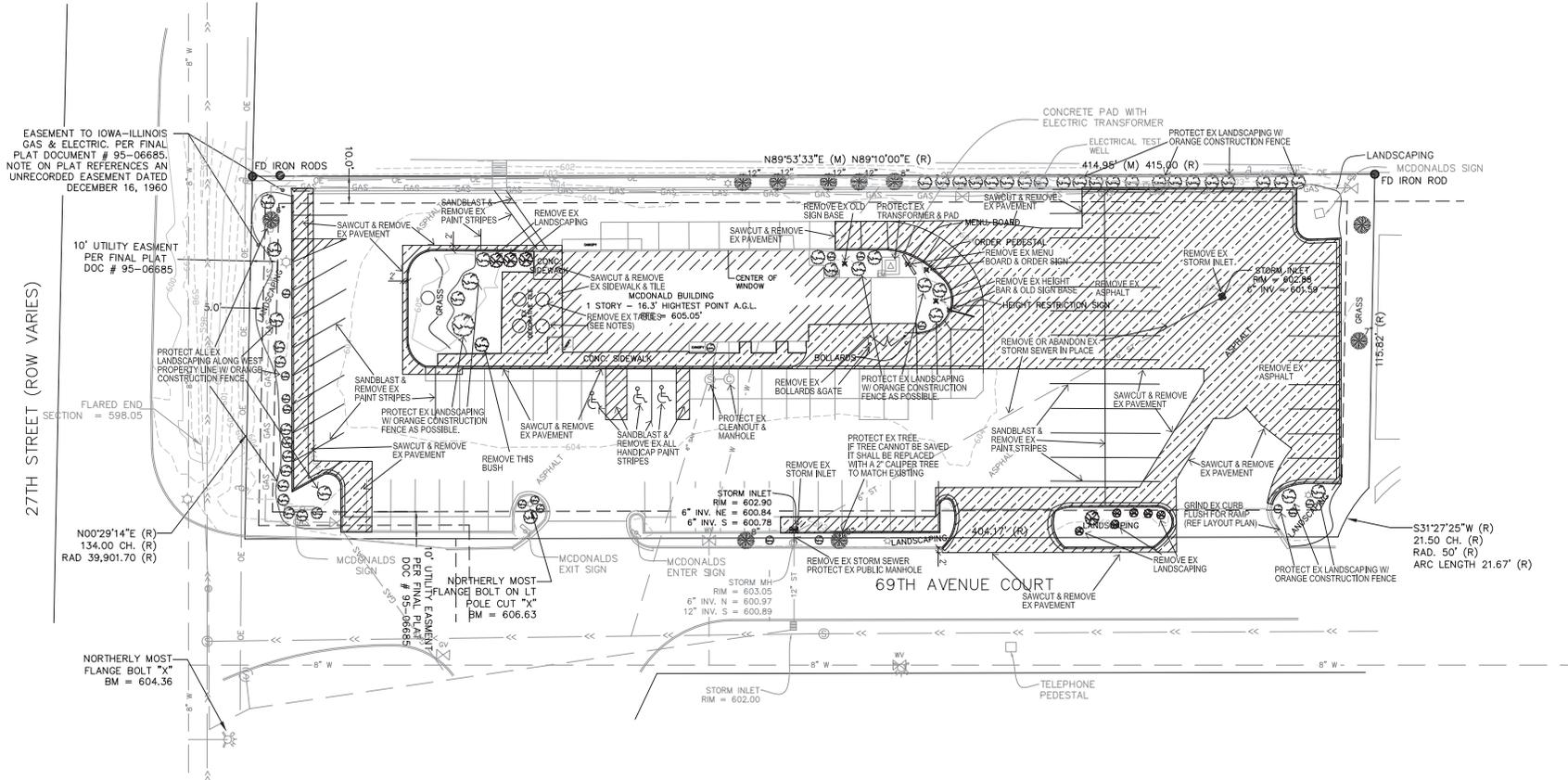
McDONALD'S MOLINE, IL
 2701 69TH AVENUE COURT, MOLINE, IL 61265
COVER SHEET

McComb Projects 2011/10/21/14 Moline, IL vdw/cv COVER.dwg 3/19/2012 10:43 PM CDT

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

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.



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

PROJECT NUMBER	110214
SHEET NUMBER	C1.1
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.

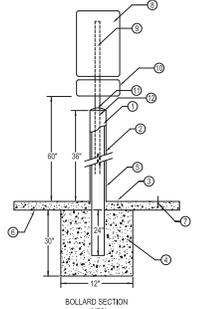
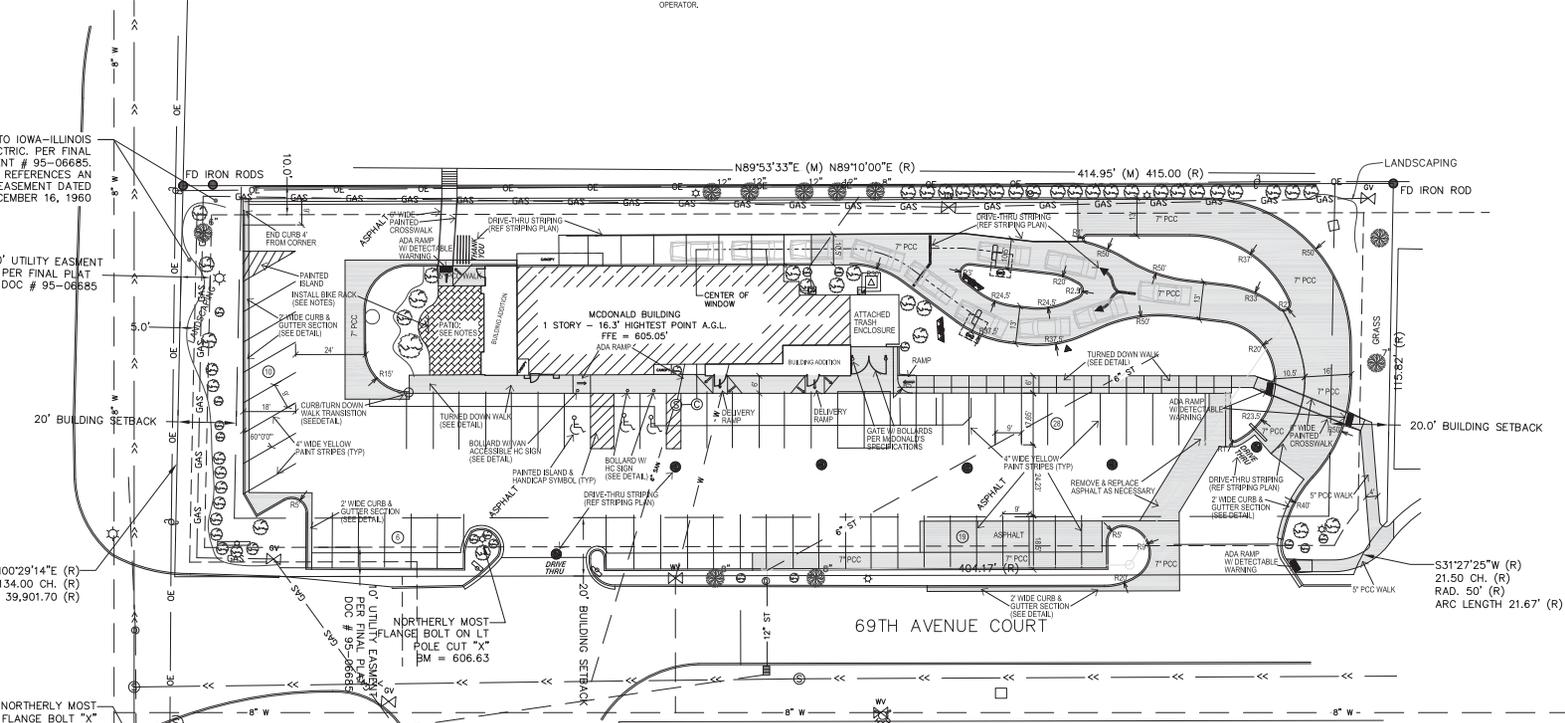
EASEMENT TO IOWA-ILLINOIS GAS & ELECTRIC. PER FINAL PLAT DOCUMENT # 95-06685. NOTE ON PLAT REFERENCES AN UNRECORDED EASEMENT DATED DECEMBER 16, 1960

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

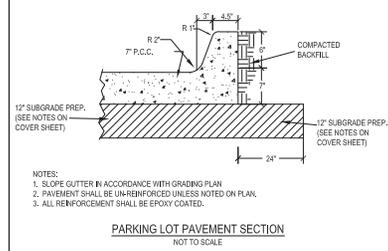
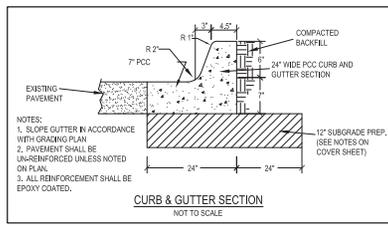
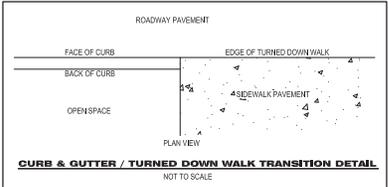
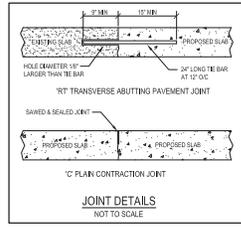
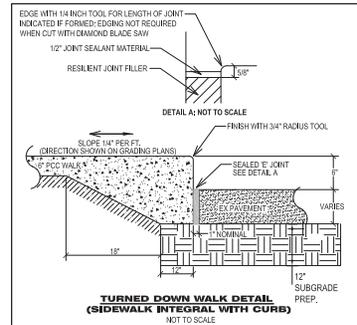
27TH STREET (ROW VARIES)

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

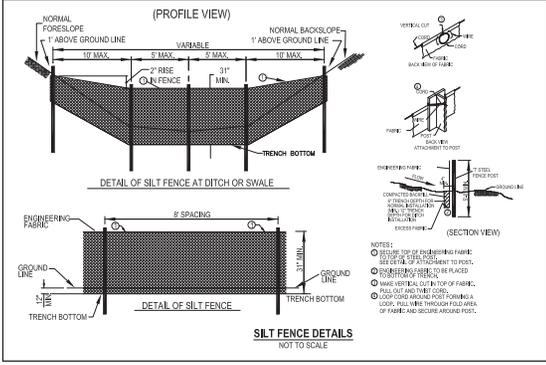
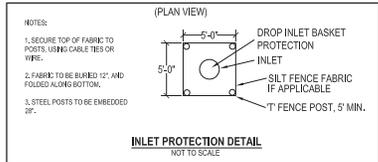
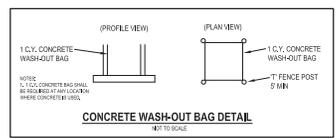
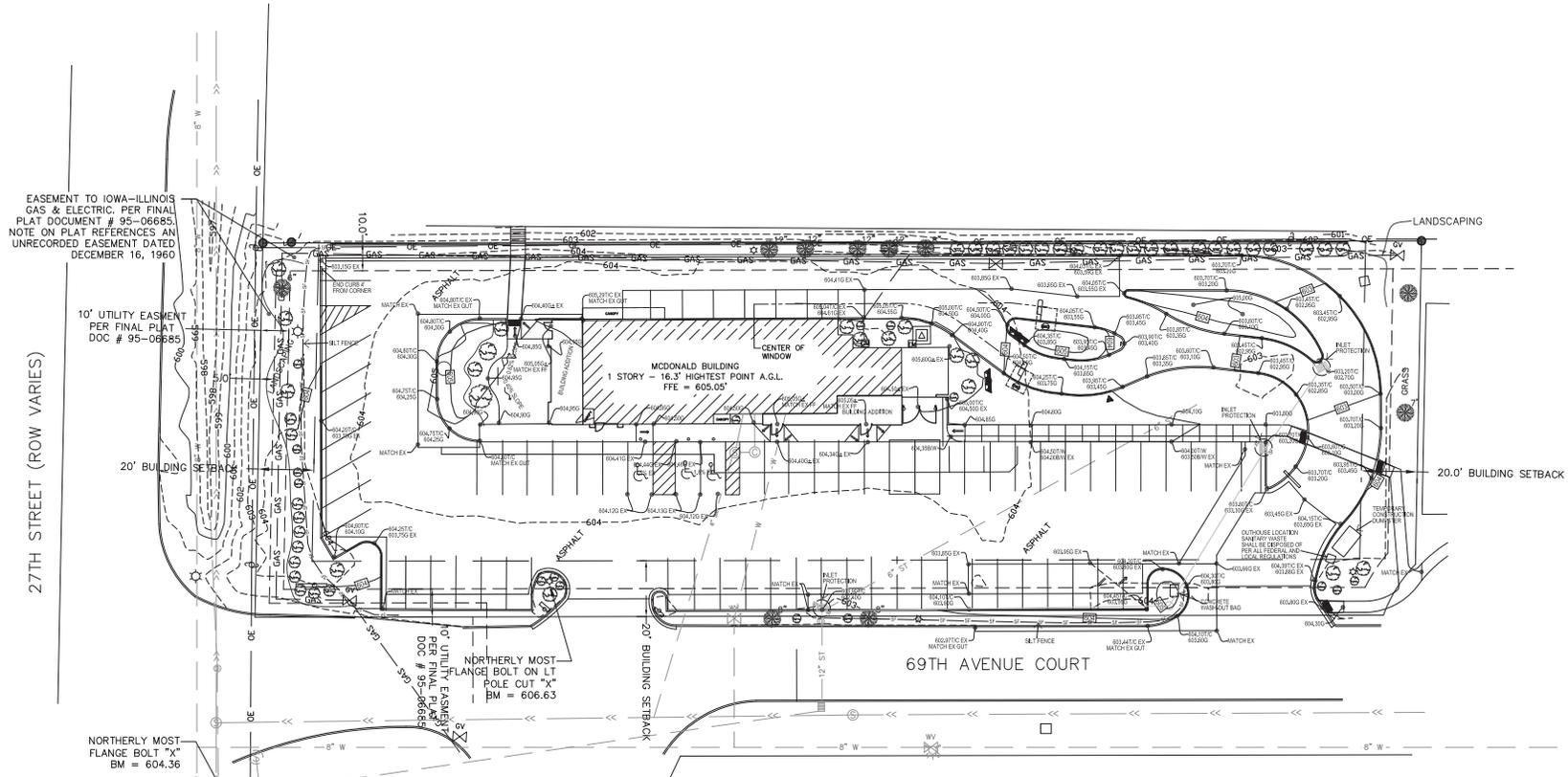
McKand projects 2011\110214 Moline, IL.dwg, C2 LAYOUT.dwg 3/19/2012 10:30:50 PM CDT
REFERENCE NUMBER
DRAWN BY: JMR
CHECKED BY: DBB
REVISION DATE: 3-19-12
PROJECT NUMBER: 110214
SHEET NUMBER: C2.1

GRADING NOTES:

1. STRIP AND STOCKPILE 6" OF TOPSOIL ON ALL DISTURBED AREAS.
2. USE TOPSOIL FOR ALL AREAS EXCEPT UNDER PAVEMENT OR BUILDINGS.
3. RESPAVED TOPSOIL TO 1" DEPTH ON ALL GREEN WOOD PAVED AREAS. TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 1/2" IN SIZE.
4. ALL FILL UNDER PAVING SHALL BE STRUCTURAL FILL.

EROSION CONTROL NOTES:

1. INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
2. INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
3. INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
4. EXISTING CONCRETE DRIVE SHALL BE USED AS CONSTRUCTION ENTRANCE.



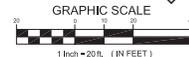
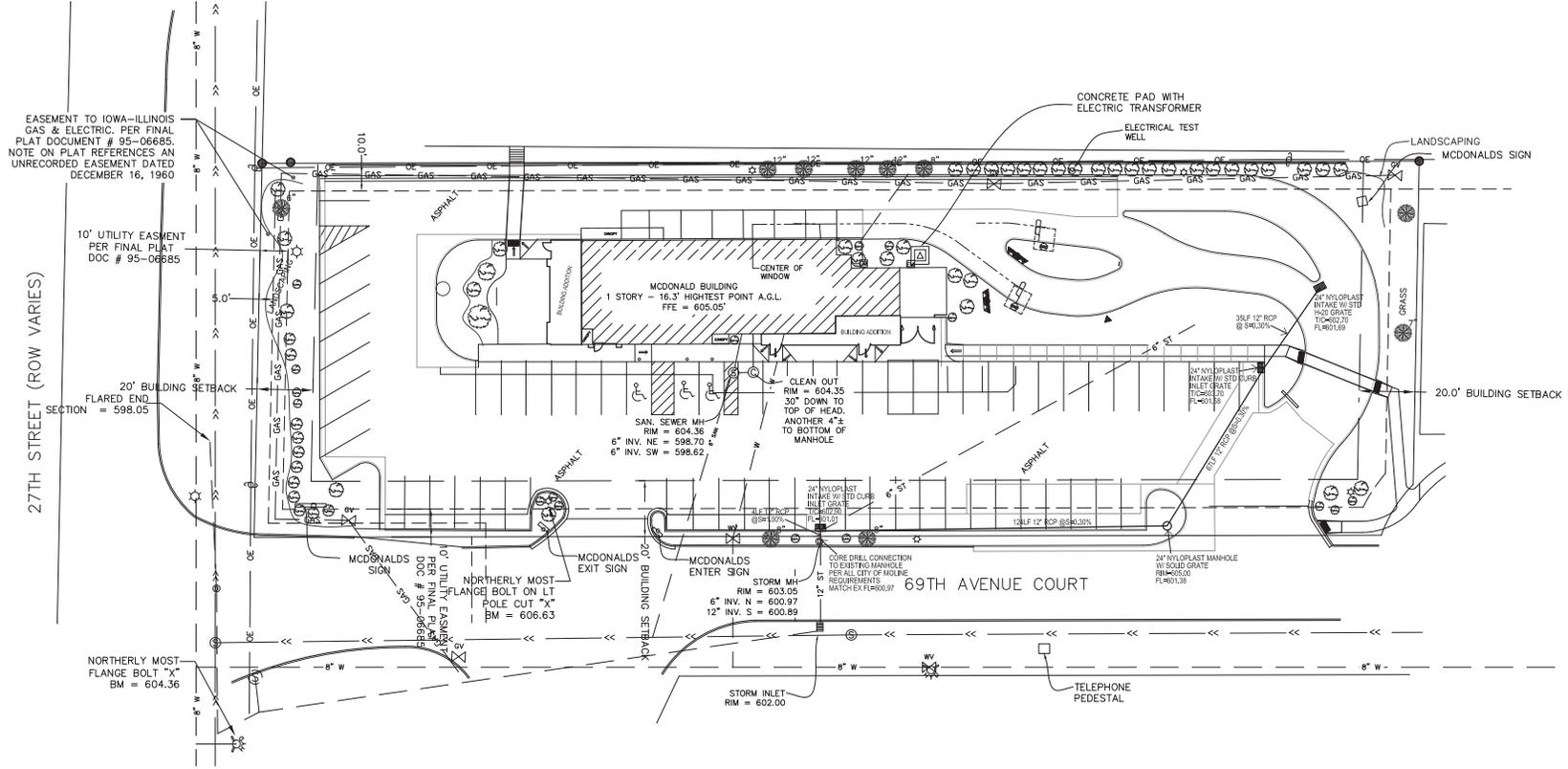
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Civil Engineering & Land Surveying Established 1959

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

REFERENCE NUMBER	
DRAWN BY:	JMR
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REVISION DATE:	3-19-12
PROJECT NUMBER:	110214
SHEET NUMBER:	C3.1

UTILITY NOTES:

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



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

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

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 Civil Engineering & Land Surveying Established 1999

LANDSCAPING CALCULATIONS:

FRONTAGE LANDSCAPING REQUIREMENTS: 1 DECIDUOUS TREE PER 50LF OF FRONTAGE
 WEST FRONTAGE = 104LF FEET
 LANDSCAPING REQUIRED = 10500 ÷ 3 DECIDUOUS TREES
 LANDSCAPING PROVIDED = 3 DECIDUOUS TREES INCLUDING 1 EXISTING TREE
 SOUTH FRONTAGE = 494LF FEET
 LANDSCAPING REQUIRED = 4040 ÷ 8 DECIDUOUS TREES
 LANDSCAPING PROVIDED = 8 DECIDUOUS TREES INCLUDING 2 EXISTING TREES
 BUILDING PERIMETER LANDSCAPING REQUIREMENTS: 150 POINTS PER 100 LF OF EXTERIOR BUILDING WALL
 BUILDING PERIMETER = 303 1/2 LF
 LANDSCAPING REQUIRED = 303100 ÷ 3 = 150 = 450 POINTS
 LANDSCAPING PROVIDED = 400 POINTS FROM 23 SHRUBS (INCLUDING 16 EXISTING SHRUBS)
 PAVED AREA LANDSCAPING REQUIREMENTS: 1 DECIDUOUS TREE & 60 OTHER POINTS PER 1,000 SF OF PAVING
 PAVED AREA = 37,692 SF
 LANDSCAPING REQUIRED = 36,896 ÷ 1,000 = 37 = 13 TREES & 750 POINTS
 LANDSCAPING PROVIDED = 13 TREES (INCLUDING 7 EXISTING TREES) & 1520 POINTS FROM 76 SHRUBS (INCLUDING 51 EXISTING SHRUBS)
 NOTE: 4 ADDITIONAL TREES HAVE BEEN PROVIDED ABOVE AND BEYOND PER CITY REQUEST. 2 IN FRONT OF PATIO AND 2 IN THE LARGE GRASS ISLAND BY THE DRIVE-THRU.
 NOTE: EXISTING SHRUBS ARE DRAWN FROM SITE PICTURES. CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL CITY LANDSCAPE STANDARDS ARE MET.

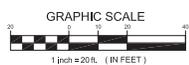
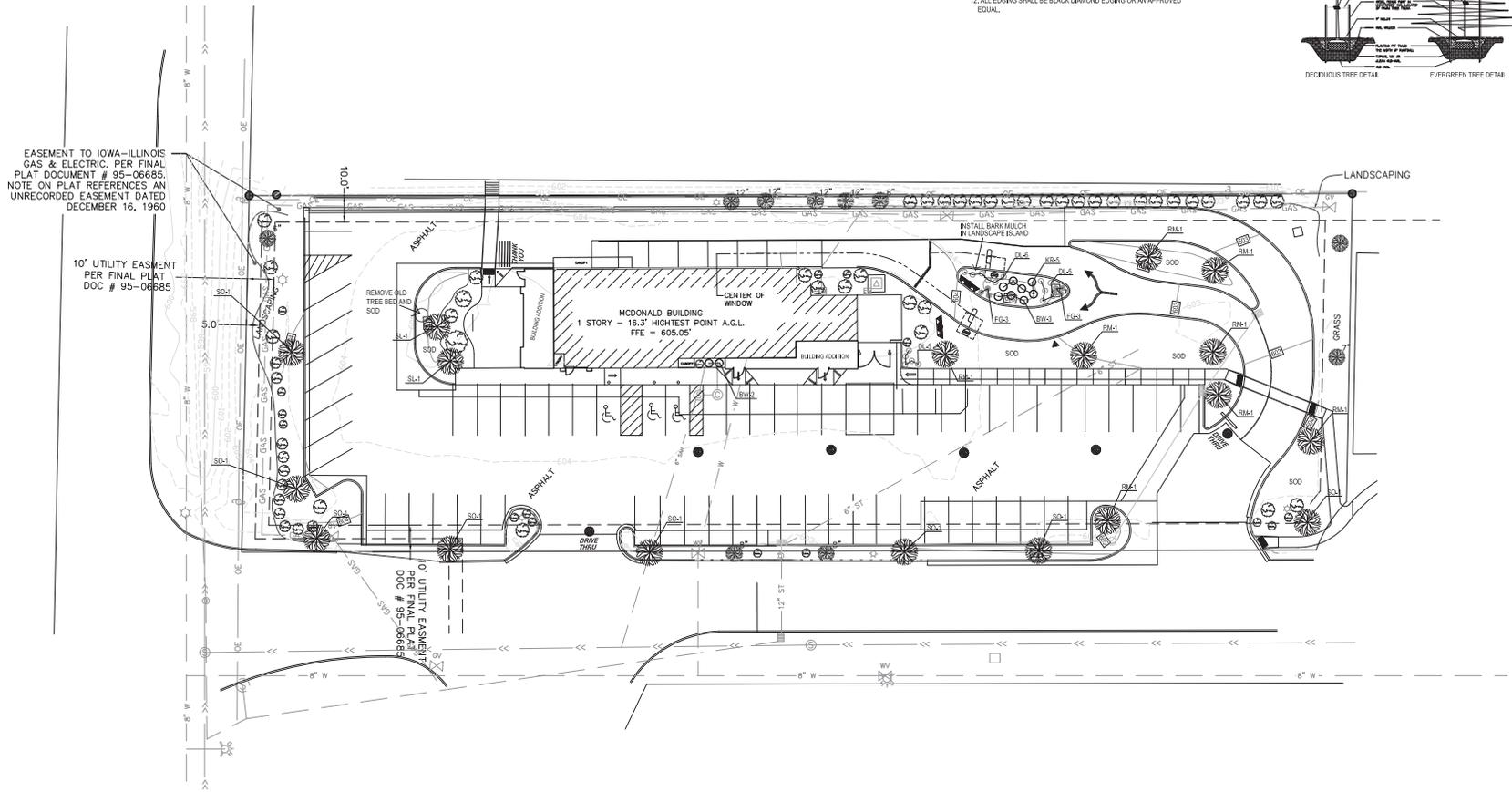
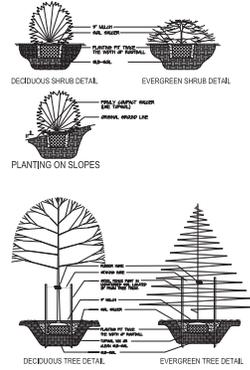
PLANT LIST:

SYM.	QTY.	COMMON NAME/BOTANICAL NAME	SIZE	ROOT
SO	8	SWAMP WHITE OAK <i>Quercus bicolor</i>	2'-3" Cal	B&B
SL	2	SHYLINE LOCUST <i>Gladiolus hirsutus 'Skyline'</i>	2'-3" Cal	B&B
RM	8	RED SUNSET MAPLE <i>Acer rubrum 'Sunset'</i>	2'-3" Cal	B&B
BW	5	WINTER GEM BOXWOOD <i>Buxus microphylla 'Winter Gem'</i>	5 Gal.	Cont.
KR	5	DOUBLE KNOCKOUT ROSE <i>Rosa Double Knock Out</i>	5 Gal.	Cont.
DL	16	STELLA DE ORO DAYLILIES <i>Heirloom</i>	1 Gal.	Cont.
FG	6	DWARF FOURTAIN GRASS <i>Pennisetum alopecuroides 'Hamlet'</i>	1 Gal.	Cont.

GENERAL NOTES:

1. ALL SEEDING, SOODING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF MOUIRE SPECIFICATIONS.
2. SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE.
3. STAKE SOD ON ALL SLOPES 3:1 OR GREATER.
4. PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE. THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
5. ALL PLANT MATERIAL SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1 - 1986).
6. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.
7. IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT.
8. CONTRACTOR SHALL PLACE SHREDDED BARK MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 3 INCHES, UNLESS NOTED.
9. STAKE AND WRAP ALL DECIDUOUS TREES IMMEDIATELY AFTER PLANTING. STAKE ALL TREES ACCORDING TO THE STAKING DETAILS. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD.
10. THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ALL EXISTING UTILITIES.
11. NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
12. ALL EDGING SHALL BE BLACK DIAMOND EDGING OR AN APPROVED EQUAL.

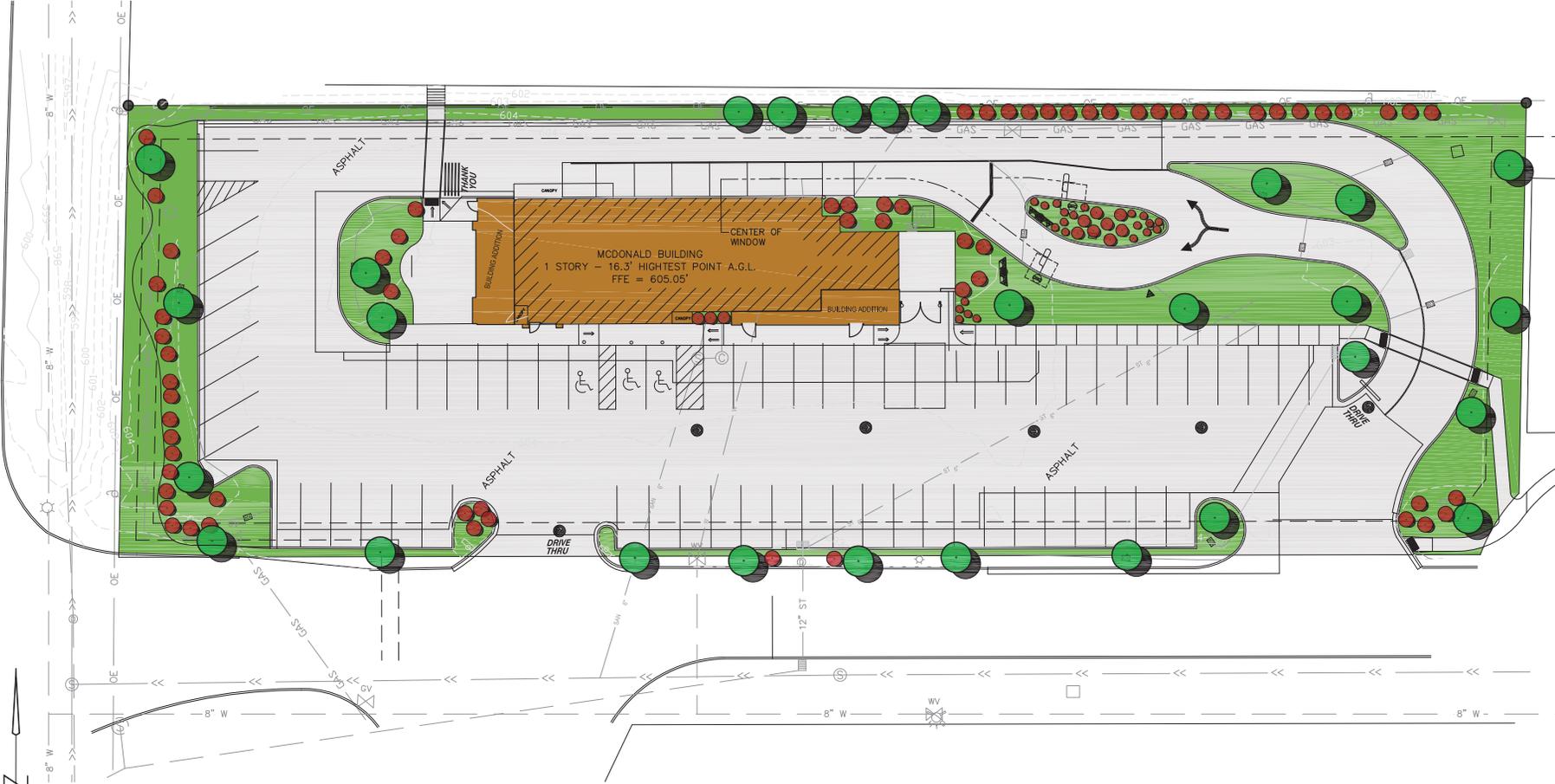
TREE DETAILS:



Bishop Engineering
 "Planning Your Successful Development"
 3501 104th Street
 Des Moines, Iowa 50323-3825
 Phone: (515) 276-9487 Fax: (515) 276-9337
 Established 1959

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

McDonald Projects 2011\110214 Moline, IL\dwg\CS LANDSCAPE.dwg 3/19/2012 10:517 PM CDT
 REFERENCE NUMBER:
 DRAWN BY: JMR
 CHECKED BY: DBB
 REVISION DATE: 3-19-12
 PROJECT NUMBER: 110214
 SHEET NUMBER: C5.1



NOT TO SCALE

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

PROJECT NUMBER:
110214

SHEET NUMBER:
1 OF 1

DRAWN BY:
JMR

CHECKED BY:
DBB

REVISION DATE:
3-19-12

REFERENCE NUMBER

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

COLOR DRAWING

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Civil Engineering & Land Surveying Established 1959



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

Council Bill/General Ordinance No.: 3013-2012
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 at 1811 15th 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 include the following when appropriate signs are posted:

one on-street stall at 1811 15th 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/Special Ordinance No.: 4017-2012

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING use of public right-of-way in conjunction with the Trinity Lutheran Church FROG Hop 5K scheduled for Saturday, May 5, 2012.

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, May 5, 2012, 7:30 a.m. to 10:00 a.m.

- 13th Avenue from the westernmost side of 14th Street to the westernmost side of 10th Street
- 10th Street from the northernmost side of 13th Avenue to the southernmost side of 16th Avenue
- 16th Avenue from the westernmost side of 10th Street to the easternmost side of 10th Street
- 10th Street from the northernmost side of 16th Avenue to the southernmost side of 18th Avenue
- 17th Avenue from the westernmost side of 10th Street to the easternmost side of 11th Street A
- 11th Street from the northernmost side of 17th Avenue to the southernmost side of 18th Avenue
- 18th Avenue from the westernmost side of 2nd Street to the easternmost side of 11th Street
- 9th Street from the northernmost side of 18th Avenue to the southernmost side of 18th Avenue A
- 18th Avenue A from the westernmost side of 8th Street to the easternmost side of 9th Street
- 8th Street from the northernmost side of 18th Avenue to the southernmost side of 18th Avenue A
- 5th Street from the northernmost side of 17th Avenue to the southernmost side of 18th Avenue
- 17th Avenue from the westernmost side of 2nd Street to the easternmost side of 5th Street
- 2nd Street from the northernmost side of 17th Avenue to the southernmost side of 18th Avenue

It shall be an offense to use said roadways for vehicular purposes during said time.

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