



# MOLINE CITY COUNCIL AGENDA

Tuesday, April 24, 2012

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

## 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	RESENT	ABSENT
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of April 17, 2012 and March Financial Report.

## SECOND READING ORDINANCES

### 1. 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 69<sup>th</sup> Avenue Court*)

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

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Record by owner

### 2. 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 15<sup>th</sup> Street.

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

**FISCAL IMPACT:** N/A

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

### 3. 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

**RESOLUTIONS**

**4. Council Bill/Resolution 1173-2012**

A Resolution authorizing the Police Chief/Interim Public Safety Director to execute an Intergovernmental Training Use Agreement allowing the police tactical unit to conduct training drills at the Marseilles Training Center in Marseilles, Illinois, and indemnifying the Illinois Department of Military Affairs from any loss or liability that might occur during the training.

**EXPLANATION:** The police department would like to conduct Crisis Containment Unit tactical training at the Marseilles Training Center. The Illinois Department of Military Affairs has agreed to allow the training only upon receipt of an executed Intergovernmental Training Use Agreement stipulating terms for the use of the center and indemnifying them from any loss or liability that might occur during the training.

**FISCAL IMPACT:** N/A

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

**5. Council Bill/Resolution 1174-2012**

A Resolution authorizing the concept of a historic redevelopment project which includes the design, development and operation of a transit-enhanced real estate development project on a 1.3 acre parcel, with additional parcel opportunities adjacent to the project site within the development block known as the “John Deere Commons”; and affirming the intent of the City to provide incentives so that the project will be economically viable; and authorizing staff to negotiate exclusively with Restoration Saint Louis, a development agreement to be reviewed for approval by the City Council for a term of 12 months.

**EXPLANATION:** Restoration Saint Louis has been selected as the preferred developer for the Quad Cities Multi-Modal Station project. Approval of this resolution will allow City staff to assist with the application to the United States Department of the Interior/National Park Service for Historic Tax Credits; and negotiate a development agreement concerning redevelopment of the property exclusively with Restoration Saint Louis.

**FISCAL IMPACT:** Increased property and sales tax to the TIF District

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

**6. Council Bill/Resolution 1175-2012**

A Resolution authorizing the concept of a redevelopment project which includes the design, development and operation of a mixed-use real estate development project on property west of the Quad Cities Multi-Modal Station; and affirming the intent of the City to provide incentives so that the project will be economically viable; and authorizing staff to negotiate a development agreement to be reviewed for approval by the City Council for a term of 12 months with Financial District Properties exclusively.

**EXPLANATION:** Financial District Properties has been selected as the preferred developer for the property adjacent to the Multi-Modal project. Redevelopment of the site will enhance the Transit Oriented Development, provide new property and sales tax to the Tax Increment Financing District and the General Fund, and increase the viability of Moline Centre and the surrounding area.

**FISCAL IMPACT:** Increased property and sales tax to the TIF District and General Fund

**PUBLIC NOTICE/RECORDING:** NA

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

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

**RESOLUTIONS**

**7. Council Bill/Resolution 1176-2012**

A Resolution approving and accepting proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the International Association of Fire Fighters (IAFF), Lodge 581, relating to wages, hours of work and certain other conditions of employment for the contract term January 1, 2012 - December 31, 2014; and authorizing the Mayor and City Clerk to execute an agreement incorporating said changes with the International Association of Fire Fighters (IAFF), Lodge 581, relating to wages, hours of work and certain other conditions of employment.

**EXPLANATION:** As a result of negotiations, the negotiators for the City of Moline and the International Association of Fire Fighters (IAFF), Local 581, have agreed to certain proposed changes to the immediately prior contract language as set forth on the attachment marked Exhibit "A". IAFF, Local 581 has ratified said changes. The negotiators for the City of Moline submit same for council approval and acceptance and authority for the Mayor and City Clerk to sign a new Memorandum of Understanding for the contract term January 1, 2012 - December 31, 2014, incorporating the changes.

1176-2012 Council Member	Aye	Nay
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

**FISCAL IMPACT:**

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

**FIRST READING ORDINANCES**

**8. Council Bill/General Ordinance 3014-2012**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Sec. 20-5128, "IMPOUNDMENT FOR UNPAID VIOLATIONS," by repealing subsection (h) in its entirety and enacting in lieu thereof one new subsection (h) relating to the same subject matter.

**EXPLANATION:** The Committee-of-the-Whole reviewed the City's parking immobilization fee on April 3, 2012. At that time, staff recommended increasing the immobilization fee to cover the full cost of collection and discourage repeat offenders.

**FISCAL IMPACT:** Increased revenue to the General Fund

**PUBLIC NOTICE/RECORDING:** Publication of Ordinance

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

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

**EXECUTIVE SESSION**

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 69<sup>th</sup> Avenue Court)*

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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 4<sup>th</sup> Principal Meridian, City of Moline, County of Rock Island, State of Illinois.

Located at 2701 69<sup>th</sup> 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

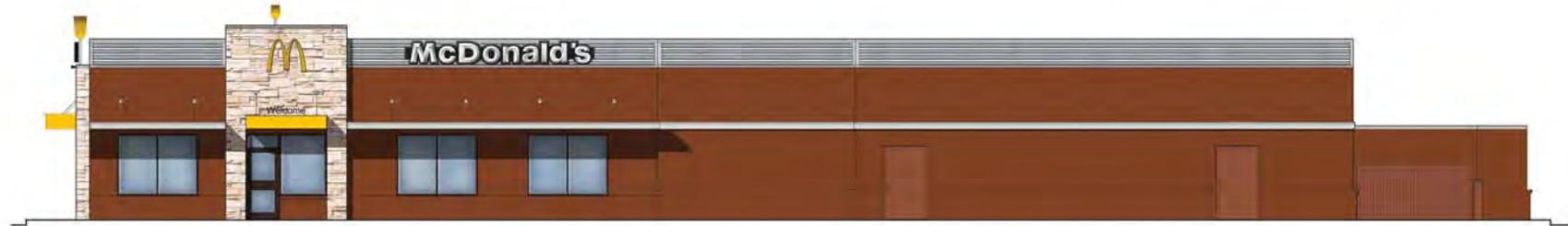
EXHIBIT "A"



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



**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:

McDONALD'S CORPORATION  
ATTN: BRIAN SMITH

## EXISTING ZONING: B-4

HIGHWAY / INTENSIVE BUSINESS DISTRICT

## BUILDING SETBACKS:

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

## PROPOSED ZONING: PUD

UNDEVELOPED 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 = 55,483 S.F.  
OPEN SPACE REQUIRED = 55,483(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  
CIRCLED "1"  
ELEVATION = 604.36

## UTILITY NOTE:

CALL BEFORE YOU DIG  
JULIE  
815-426-0220  
TOLL FREE  
1-800-992-0123

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

## GENERAL NOTES:

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

## UTILITY CONFLICTS:

UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE. CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION.  
IF CONTRACTOR FINDS ADDITIONAL UTILITY CONFLICTS DURING CONSTRUCTION, THE REQUIRED ADJUSTMENT OF EXISTING ELECTRIC LINES, IRRIGATION LINES, TELEPHONE LINES, WATER LESS THAN 6" IN DIAMETER, FIELD TILE LINES, AND CABLE TV LINES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. THE DISCOVERY OF SANITARY SEWER, WATER MAINS 6" OR LARGER, FIBER OPTICS AND STORM 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.
- SUBGRADE COMPACTION IN FILL SECTIONS:
    - FOLLOW THE COMPACTION WITH MOISTURE AND DENSITY CONTROL REQUIREMENTS.
    - CONSTRUCT IN TWO 8 INCH LIFTS.
  - SUBGRADE COMPACTION IN CUT SECTIONS:
    - SCARIFY AND STOOPE THE TOP 4 INCHES OF SUBGRADE.
    - SCARIFY, MIX, AND RE-COMPACT THE NEXT 6 INCHES OF SUBGRADE.
    - REPLACE, MIX, AND COMPACT THE TOP 6 INCHES OF SUBGRADE.
  - REMOVE STONES OVER 3 INCHES FROM SUBGRADE.
  - CONSTRUCT TO ELEVATION AND CROSS-SECTION SUCH THAT, AFTER ROLLING, SURFACE WILL BE ABOVE REQUIRED SUBGRADE ELEVATION.
- B. SUBGRADE STABILITY:**
- PERFORM PROOF ROLLING WITH A TRUCK LOADED TO THE MAXIMUM SINGLE LEGAL AXLE GROSS WEIGHT OF 20,000 POUNDS OR THE MAXIMUM TANDEN AXLE GROSS WEIGHT OF 34,000 POUNDS. OPERATE TRUCKS AT LESS THAN 10 MPH. MAKE MULTIPLE PASSES FOR EVERY LANE. THE SUBGRADE WILL BE CONSIDERED TO BE UNSTABLE IF, UNDER THE OPERATION OF THE LOADED TRUCK, THE SURFACE SHOWS YIELDING (SOIL WAVE IN FRONT OF THE LOADED TRUCK) OR RUTTING OF MORE THAN 2 INCHES, MEASURED FROM THE TOP TO THE BOTTOM OF THE RUT AT THE OUTSIDE EDGES.
  - IF SOFT OR YIELDING AREAS ARE LOCATED, REMOVE UNSTABLE MATERIALS AND REPLACE WITH SUITABLE FOUNDATION MATERIALS AS APPROVED BY THE SOILS ENGINEER. COMPACT SUBGRADE MATERIALS IN CUT SECTIONS AS REQUIRED BY THE SOILS ENGINEER. IF STABILIZATION MATERIAL IS USED, PLACE AND COMPACT AS REQUIRED FOR SUBBASE.
- C. FINAL SUBGRADE:** COMPLETE FINAL SUBGRADE BY EXCAVATION TO GRADE BY USE OF STEEL-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:

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



VICINITY MAP  
SCALE: 1" = 1,000'

## UTILITY LEGEND:

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

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

MY LICENSE RENEWAL DATE IS: \_\_\_\_\_

JOEL E. JACKSON IL REG #00226376 DATE \_\_\_\_\_

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

**Bishop Engineering**  
"Planning Your Successful Development"

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

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

REFERENCE NUMBER	
DRAWN BY:	JMR
CHECKED BY:	DBB
REVISION DATE:	5-19-12
PROJECT NUMBER:	110214
SHEET NUMBER:	C0.1



**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.

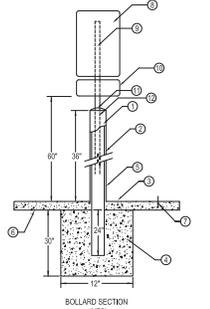
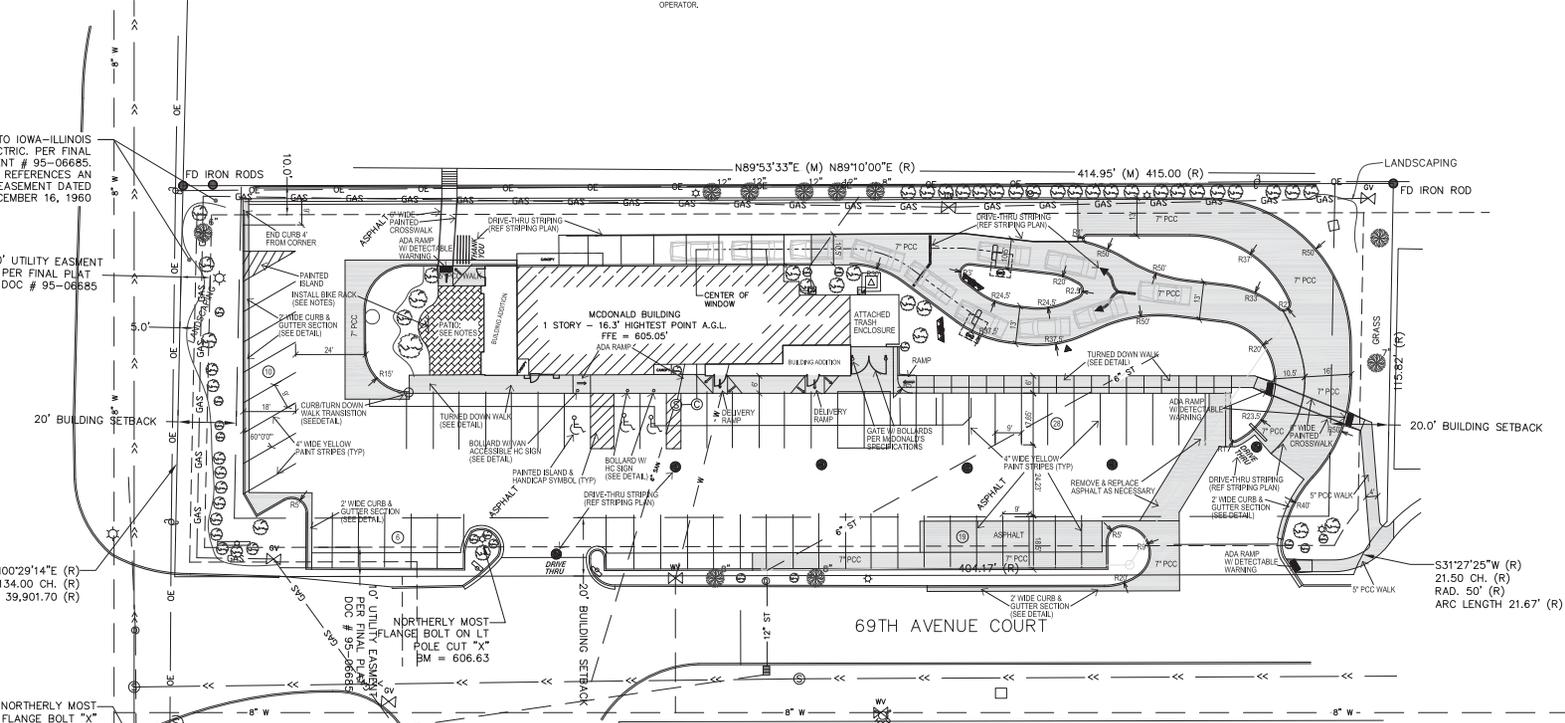
EASEMENT TO IOWA-ILLINOIS GAS & ELECTRIC. PER FINAL PLAT DOCUMENT # 95-06685. NOTE ON PLAT REFERENCES AN UNRECORDED EASEMENT DATED DECEMBER 16, 1960

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

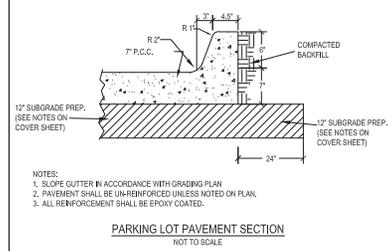
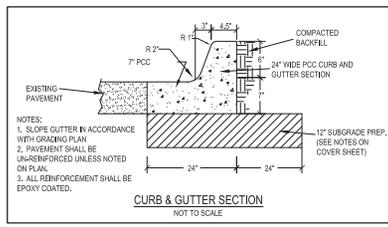
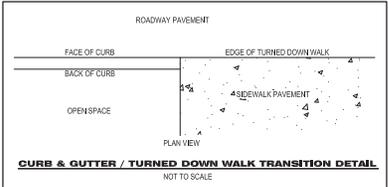
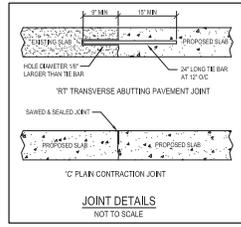
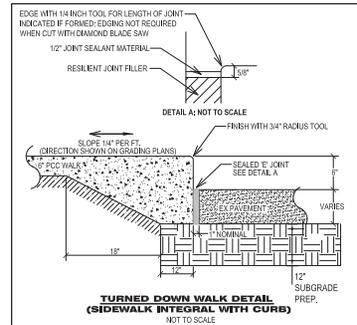
27TH STREET (ROW VARIES)

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.



**Bishop Engineering**  
"Planning Your Successful Development"  
3501 104th Street  
Des Moines, Iowa 50323-3825  
Phone: (515) 279-6407 Fax: (515) 279-6337  
Civil Engineering & Land Surveying Established 1959

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

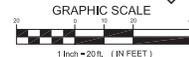
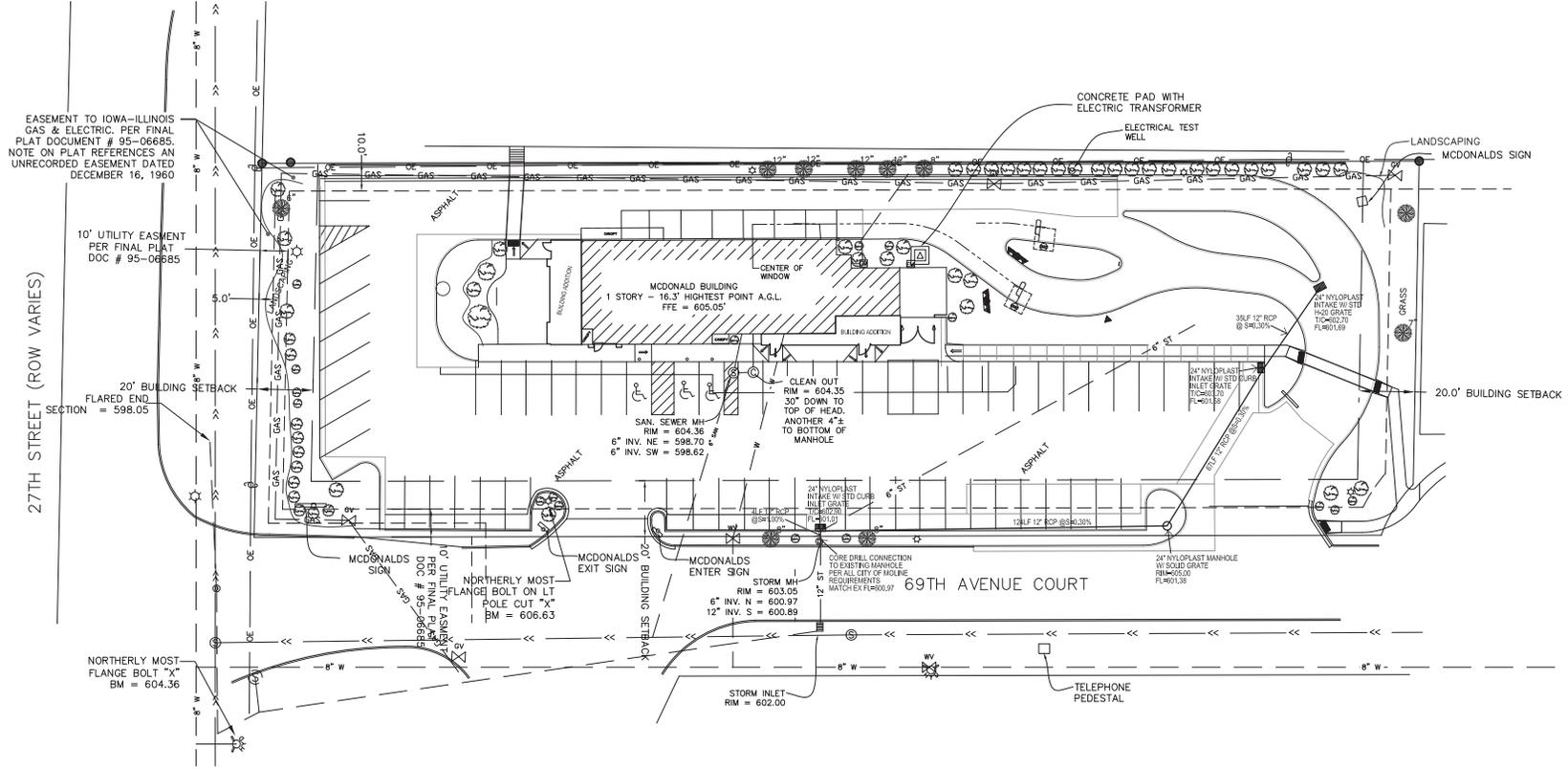
REFERENCE NUMBER	PROJECT NUMBER
DRAWN BY: JMR	110214
CHECKED BY: DBB	SHEET NUMBER:
REVISION DATE: 3-19-12	<b>C2.1</b>

M:\land projects 2011\110214 Moline, IL.dwg, C2 LAYOUT.dwg 3/19/2012 10:30:50 PM CDT



**UTILITY NOTES:**

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



M:\land 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**

**Bishop Engineering**  
 "Planning Your Successful Development"  
 3501 104th Street  
 Des Moines, Iowa 50322-3825  
 Phone: (515)276-6467 Fax: (515)276-8237  
 Civil Engineering & Land Surveying Established 1999

**LANDSCAPING CALCULATIONS:**

FRONTAGE LANDSCAPING REQUIREMENTS: 1 DECIDUOUS TREE PER 50LF OF FRONTAGE  
 WEST FRONTAGE = 104LF FEET  
 LANDSCAPING REQUIRED = 104/50 = 2 DECIDUOUS TREES  
 LANDSCAPING PROVIDED = 3 DECIDUOUS TREES INCLUDING 1 EXISTING TREE  
 SOUTH FRONTAGE = 494LF FEET  
 LANDSCAPING REQUIRED = 494/50 = 9 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 = 303/100 = 3 x 150 = 450 POINTS  
 LANDSCAPING PROVIDED = 480 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 = 36,892/1,000 = 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.

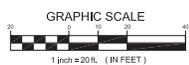
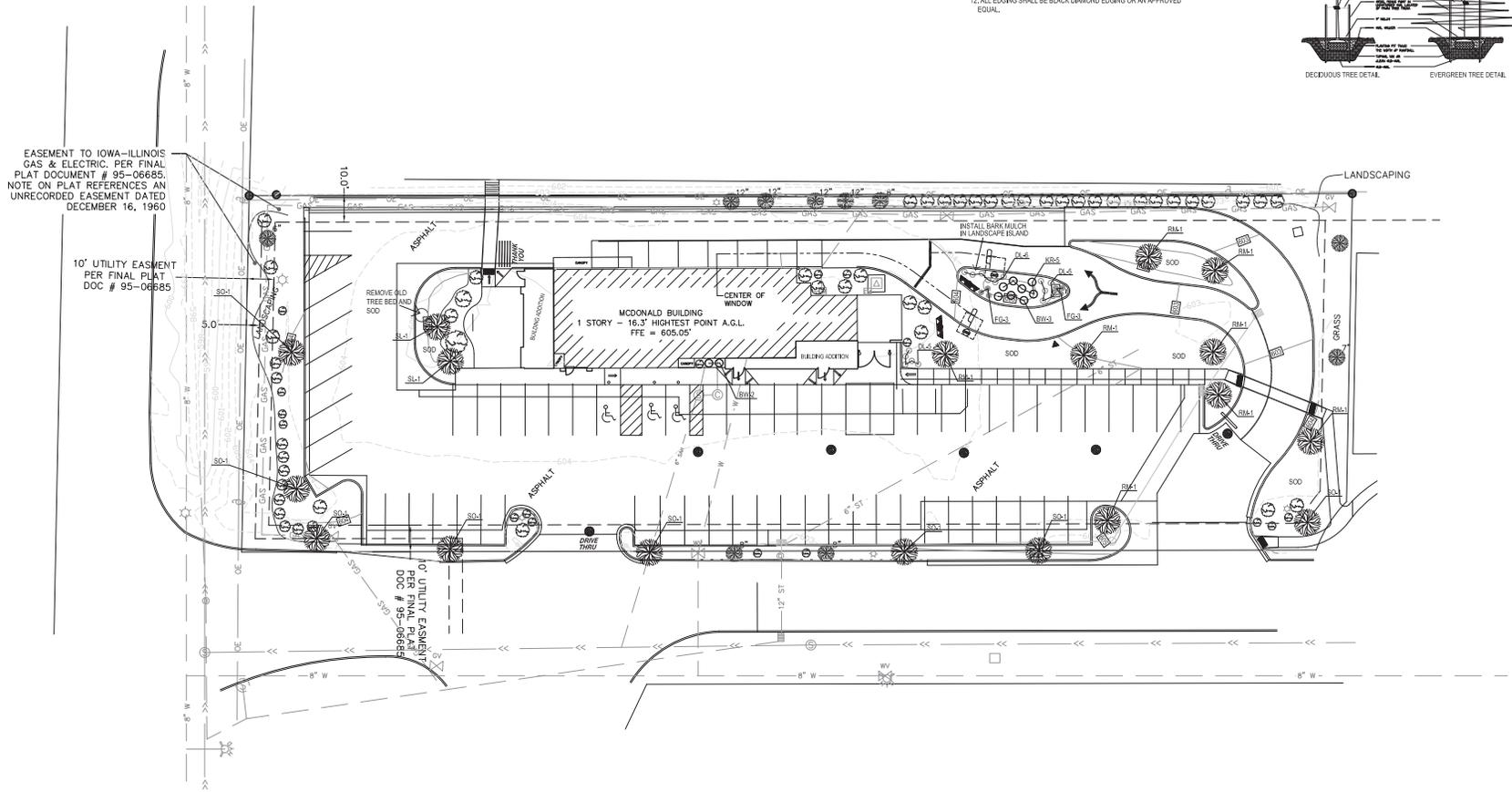
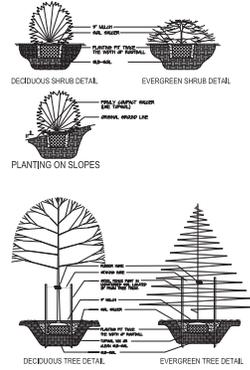
**PLANT LIST:**

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 microphyla '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 MOJAVE SPECIFICATIONS.
2. SOO ALL DESTROYED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE.
3. STAKE SOO 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

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McDonald's Moline, IL  
 2701 69TH AVENUE COURT, MOLINE, IL 61265  
**LANDSCAPE PLAN**

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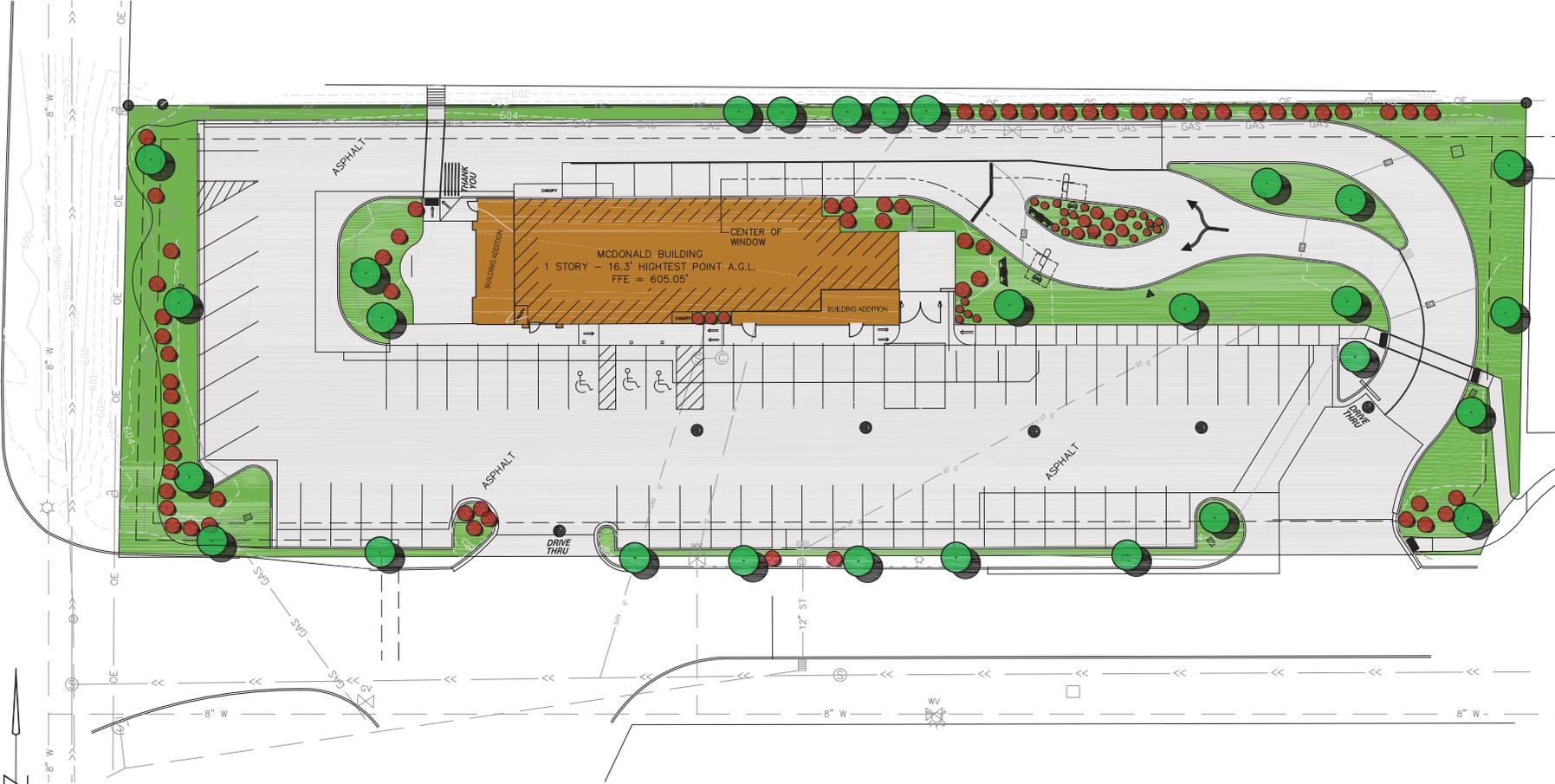
REFERENCE NUMBER: 110214  
 DRAWN BY: JMR  
 CHECKED BY: DBB  
 REVISION DATE: 3-19-12

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PROJECT NUMBER: 110214  
 SHEET NUMBER: C5.1

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McLand projects 2011\110214 Moline, IL\dwg\CS LANDSCAPE.dwg 3/19/2012 10:517 PM CDT



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**

**Bishop Engineering**  
"Planning Your Successful Development"

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





McDonald's USA, LLC  
1650 W 82<sup>nd</sup> 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 27<sup>th</sup> Street and 69<sup>th</sup> 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 15<sup>th</sup> Street.

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

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

one on-street stall at 1811 15<sup>th</sup> Street.

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

Council Bill/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.

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

A RESOLUTION

AUTHORIZING the Police Chief/Interim Public Safety Director to execute an Intergovernmental Training Use Agreement allowing the police tactical unit to conduct training drills at the Marseilles Training Center in Marseilles, Illinois, and indemnifying the Illinois Department of Military Affairs from any loss or liability that might occur during the training,

\_\_\_\_\_

WHEREAS, the police department will occasionally request the use of property and buildings for the purpose of conducting training exercises; and

WHEREAS, the use of the Marseilles Training Center has been requested to conduct Crisis Containment Unit tactical training exercises; and

WHEREAS, the Illinois Department of Military Affairs has agreed to allow the training only upon receipt of an executed Intergovernmental Training Use Agreement stipulating terms for the use of the center and indemnifying them from any loss or liability that might occur during the training.

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

That the Police Chief/Interim Public Safety Director is authorized to execute an Intergovernmental Training Use Agreement allowing the police tactical unit to conduct training drills at the Marseilles Training Center in Marseilles, Illinois, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and by this reference incorporated herein, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

April 24, 2012

\_\_\_\_\_  
Date

Passed: April 24, 2012

Approved: May 1, 2012

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

Approved as to form:

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

**MARSEILLES TRAINING CENTER**  
**W91SMC12MTA48**  
**Intergovernmental Training Use Agreement**

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Pursuant to Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. the Illinois Department of Military Affairs (NGIL) and the Moline, Illinois Police Department (Licensee) enter into the following agreement:

1. Licensee will be permitted to use the following training area(s) located at Marseilles Training Center on the date(s) and time(s) indicated:
  - a. Training Areas, ranges, housing and other services as requested and approved.
  - b. Date(s) and Time(s) of use: May 2012 through September 2012, based on availability and approval of the Marseilles Training Support Complex Range and Training Area Request Form.
  - c. Authorized uses of training area(s): Range Operations.
  - d. Restrictions on use of above training area(s) and/or additional support to be furnished IAW NGIL REGULATION 350-11, MARSEILLES TRAINING CENTER.
2. Licensee certifies that all training will be conducted under the supervision of competent instructors, or that the participants themselves are experts, and that proper safety precautions will be strictly adhered to at all times. Licensee further certifies the above training area(s) will be used solely for the purposes authorized herein, and all participants will be restricted to the authorized training area(s).
3. Licensee will thoroughly clean the training area(s) after use, properly dispose of all waste, and leave the premises in the same condition as when occupied by Licensee.
4. Licensee will promptly relinquish the training area(s) upon request of NGIL if said training area(s) are required for NGIL military instruction or use.
5. Licensee will comply with all applicable NGIL regulations and safety rules when using the training area(s), and NGIL reserves the right to immediately terminate this agreement or order the removal of any person for any violation of proper safety practices or other improper conduct, as determined by authorized NGIL personnel.
6. Permission to use the above training area(s) is given as an accommodation to Licensee, and there shall be no rent for the use of the training area(s) except identified incremental costs.
7. Licensee shall exercise its privileges hereunder at its own risk. All injuries to Licensee's personnel or damage to Licensee's property incurred while utilizing the training area(s) or while on NGIL property are the responsibility of the Licensee, and NGIL will assume no liability therefore. Licensee is required to provide evidence of insurance, with NGIL named as an additional insured, in the amounts deemed acceptable by NGIL.

8. Licensee agrees to pay for the loss of, damage to, or destruction of NGIL State or Federal property resulting from or arising out of any act or omission by Licensee's personnel in connection with its use of the above training area(s).

9. The Marseilles Facility Manager will provide an invoice, after training is completed, for costs incurred during that training before you leave the facility. You are required to pay by MIPR, GPC, personal CC, cash, check or money order (Check/Money Order made payable to the US Treasury) at the facility prior to departure. The payment must be received prior to departure; future use of the facility will be denied until payment is received.

10. Licensee shall indemnify, defend, and hold NGIL, its officers, employees and agents (The "indemnified Parties") harmless from and against any and all damages, liabilities, fines, penalties, losses, claims, demands, suits, costs, and expenses (including, without limitation, reasonable attorneys' fees) sustained by the Indemnified parties, and arising out of or resulting from any act(s) or omission of the Licensee (or any entity or persone performing on its behalf inconnection with Licensee's use of the training area(s).

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by the proper officers and officials.

**LICENSEE**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE (PRINTED): KIM HANKINS, Chief of Police, Moline, Illinois Police Department

**USPFO FOR ILLINOIS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE (PRINTED): CHRISTOPHER J. HALL  
COLONEL, USA  
United States Property and  
Fiscal Officer for Illinois

**ILLINOIS DEPARTMENT OF MILITARY AFFAIRS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE (PRINTED): WILLIAM L. ENYART  
Major General, IL ARNG  
The Adjutant General

Council Bill/Resolution No. 1174-2012

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

A RESOLUTION

AUTHORIZING the concept of a historic redevelopment project which includes the design, development and operation of a transit-enhanced real estate development project on a 1.3 acre parcel, with additional parcel opportunities adjacent to the project site within the development block known as the “John Deere Commons”; and

AFFIRMING the intent of the City to provide incentives so that the project will be economically viable; and

AUTHORIZING staff to negotiate a development agreement to be reviewed for approval by the City Council for a term of 12 months with Restoration Saint Louis exclusively.

\_\_\_\_\_

WHEREAS, Restoration Saint Louis has been selected as the preferred developer for the Quad Cities Multi-Modal Station project; and

WHEREAS, redevelopment of the site will enhance the Transit Oriented Development, provide new property and sales tax to the Tax Increment Financing District, and increase the viability of Moline Centre and the surrounding area.

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

That staff is hereby authorized to assist with the application to the United States Department of the Interior/National Park Service for Historic Tax Credits; and negotiate a development agreement concerning redevelopment of the property exclusively with Restoration Saint Louis, which agreement shall be subject to further review and approval by the City Council. The term of this Resolution shall be 12 months.

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to the City’s Home Rule powers provided in Article VII of the Illinois Constitution and is intended to supercede and control over any conflicting or contrary statute, rule or pronouncement of State law.

BE IT FURTHER RESOLVED that City staff is authorized to proceed by negotiation for the ultimate sale or lease of municipal real property needed for this project; however, any such final sale or lease shall be by ordinance and subject to final approval by the City Council.

BE IT FURTHER RESOLVED that the intentions, affirmations and authorizations of the City of Moline as expressed in the recital of the project identified herein are approved as to

concept; provided, however that neither and none of such intentions, affirmations, authorizations or recitals are binding upon the City nor may the same be relied upon by any person or entity, to such entity or person's detriment, or for any reason whatsoever, whether third person or otherwise; and provided further, that any and all such agreements referenced herein shall be separately reviewed and approved by the City Council subsequent to this Resolution and also approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: April 24, 2012  
Approved: May 1, 2012

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

APPROVED AS TO FORM:

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

Council Bill/Resolution No. 1175-2012

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

A RESOLUTION

AUTHORIZING the concept of a redevelopment project which includes the design, development and operation of a mixed-use real estate development project on property west of the Quad Cities Multi-Modal Station; and

AFFIRMING the intent of the City to provide incentives so that the project will be economically viable; and

AUTHORIZING staff to negotiate a development agreement to be reviewed for approval by the City Council for a term of 12 months with Financial District Properties exclusively.

\_\_\_\_\_

WHEREAS, Financial District Properties has been selected as the preferred developer for the property adjacent to the Multi-Modal project; and

WHEREAS, redevelopment of the site will enhance the Transit Oriented Development, provide new property and sales tax to the Tax Increment Financing District, and increase the viability of Moline Centre and the surrounding area.

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

That staff is hereby authorized to negotiate a development agreement concerning redevelopment of the property exclusively with Financial District Properties, which agreement shall be subject to further review and approval by the City Council. The term of this Resolution shall be 12 months.

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to the City's Home Rule powers provided in Article VII of the Illinois Constitution and is intended to supercede and control over any conflicting or contrary statute, rule or pronouncement of State law.

BE IT FURTHER RESOLVED that City staff is authorized to proceed by negotiation for the ultimate sale or lease of municipal real property needed for this project; however, any such final sale or lease shall be by ordinance and subject to final approval by the City Council.

BE IT FURTHER RESOLVED that the intentions, affirmations and authorizations of the City of Moline as expressed in the recital of the project identified herein are approved as to concept; provided, however that neither and none of such intentions, affirmations, authorizations or recitals are binding upon the City nor may the same be relied upon by any person or entity, to

such entity or person's detriment, or for any reason whatsoever, whether third person or otherwise; and provided further, that any and all such agreements referenced herein shall be separately reviewed and approved by the City Council subsequent to this Resolution and also approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
April 24, 2012  
Date

Passed: April 24, 2012

Approved: May 1, 2012

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

APPROVED AS TO FORM:

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

A RESOLUTION

APPROVING and accepting proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the International Association of Fire Fighters (IAFF), Lodge 581, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2012 - December 31, 2014; and

AUTHORIZING the Mayor and City Clerk to execute an agreement incorporating said changes with the International Association of Fire Fighters (IAFF), Lodge 581, relating to wages, hours of work and certain other conditions of employment.

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

That the City Council does hereby approve and accept the proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the International Association of Fire Fighters (IAFF), Lodge 581, for the contract term January 1, 2012 - December 31, 2014; provided said changes are substantially similar in content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A"; and

That the Mayor and City Clerk are hereby authorized to execute an agreement with the International Association of Fire Fighters (IAFF), Lodge 581, relating to wages, hours of work and certain other conditions of employment for the contract term January 1, 2012 - December 31, 2014; provided said Lodge 581 has previously ratified said agreement; and provided further that said agreement is substantially similar in form and content to the contract language of the prior agreement between the parties, but subject to the changes negotiated by the parties, which changes are 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 24, 2012

\_\_\_\_\_  
Date

Passed: April 24, 2012

Approved: May 1, 2012

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

City Clerk

APPROVED AS TO FORM:

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

**EXHIBIT A**

Tentatively Agreed Changes

Between

The City of Moline, Illinois

And

The International Association of Firefighters

Local #581

Effective for the Contract Period

of

January 1, 2012 - December 31, 2014

**ARTICLE II.**

**RECOGNITION**

The employer voluntarily recognizes the International Association of Firefighters, Local 581, as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and certain other conditions of employment for all non-exempt, full-time permanent employees in the position of firefighter/paramedic, fire engineer, fire lieutenant and fire captain, which positions are hereby defined to be and are hereinafter referred to as the bargaining unit. The term “firefighter/paramedic”, wherever it appears in this agreement, shall include individuals designated as firefighter/pre-hospital RN. Positions of fire chief, deputy fire chief and battalion chief expressly are excluded from the bargaining unit. The position of fire inspector (fire marshal) is expressly excluded from the bargaining unit, but said exclusion of the said fire inspector (fire marshal) is conditional upon the following:

- A. The position of fire inspector (fire marshal) will be filled by a member of the unit.
- B. Should it be determined that the performance of a fire inspector (fire marshal) is unsatisfactory, the employee shall be returned to a position within the bargaining unit.
- C. The fire inspector (fire marshal) shall serve a term of one (1) year, subject to reappointment by the fire chief. An employee who has not been reappointed shall return to the bargaining unit.
- D. The City Administrator will have the management right to assign fire code review, interpretation and inspection duties related to plan review, construction, remodeling, rehabilitation and reconstruction of buildings or structures to the fire inspector (fire marshal) or other qualified building inspection officials outside the bargaining unit.**

\* \* \* \*

**ARTICLE IX.**

**GRIEVANCE PROCEDURE**

- A. Any dispute between the union and the city involving the interpretation, application or alleged violation of this agreement shall be resolved in accordance with the provisions of this article. This article shall not apply to promotions, lay-offs, recalls, returns, **and** reductions in force **and also those provisions in Article XIV** that are under the jurisdiction of the Board of Fire and Police Commissioners ~~and also those provisions in Article XIV.~~
- B. The grievance shall follow the procedures set out below:
  - Step 1: The grievance may be presented orally to the supervisor or acting supervisor by the grievant or by the union on behalf of the grievant during working time. Grievance settlements at Step 1 shall not be precedent setting.
  - Step 2: If the grievance is not settled in the first step, the union or the grievant shall present the grievance to the Grievant’s on shift deputy or battalion chief, in

writing, within ten (10) calendar days after the event occurred or failed to occur or the conditions or circumstances came into existence which gave rise to the grievance. The deputy or battalion chief shall answer the grievance, in writing, within ten (10) calendar days of receipt of the grievance.

Step 3: If the grievance is not settled in the second step, the union or the grievant shall present the grievance to the chief, in writing, within ten (10) calendar days after the Step 2 answer is due. The chief, or chief's designee shall answer the grievance within ten (10) calendar days of receipt of the grievance.

Step 4: If the grievance is not settled in the third step, the union or the grievant shall present the grievance to the city administrator or the designee of the city administrator within ten (10) calendar days after the Step 3 answer is due. The city administrator or the person designated by the city administrator shall meet with the union and the grievant within ten (10) calendar days to schedule a formal meeting date to hear the grievance. The grievance meeting date and the meeting shall be held within ten (10) calendar days of submission of the grievance to Step 4. The city administrator or designee shall issue a decision within ten (10) calendar days of the hearing date.

Step 5: If the grievance is not settled in the fourth step, either party (**the city or the union**) shall have the right to request arbitration within ten (10) calendar days of when the Step 4 answer is due by giving notice, in writing, to the other party and requesting a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The panel of seven (7) arbitrators shall also be certified by the National Academy of Arbitrators. The parties shall alternately strike names with the party requesting arbitration to strike first. Each party reserves the right to strike the entire panel once and only once. The city and the union shall notify the arbitrator by letter, executed by both parties. The rules of procedure governing the arbitration shall be the rules and regulations of the Federal Mediation and Conciliation Service and so far as they do not conflict with an expressed provision herein. The parties shall bear their expenses of arbitration. The city will pay for a hearing transcript if requested by the arbitrator and the union shall pay for a copy if desired. Otherwise, the party desiring a transcript shall pay for it and the other party shall only pay for its copy. Any decision of the arbitrator shall be final and binding upon the parties and shall be implemented within thirty (30) calendar days of the decision.

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## ARTICLE X.

### SENIORITY

B. New employees shall serve a probationary period of not less than one (1) year; ~~except that the one year may be extended for a firefighter who is required, as a condition of employment, to be a licensed paramedic.~~ During the probationary period there shall be no responsibility on the part of the City for continued employment of the new employee and during said period, the city may, at its option, assign, transfer or dismiss any

probationary employee without question since probationary employees have no seniority. ~~During any extended period as provided above, the sole reason that such firefighter may be discharged without a hearing is for failing to meet the requirements for paramedic licensure.~~

\* \* \* \*

**ARTICLE XII.**

**CONTINUING CONDITIONS OF EMPLOYMENT**

B. Under Paragraphs 1. and 2. below, employees hired prior to July 1, 1978, are grandfathered from the provisions thereof. Therefore, the following shall apply:

1. The Board of Fire and Police Commissioners shall not appoint any individual to regular employment as a firefighter before said individual has been certified by the State of Illinois as a firefighter II/**firefighter basic**, having successfully completed an approved training course provided in the Illinois Fire Protection Act. Said certification must be obtained by the appointee within the appointee's probationary period.

\* \* \* \*

**ARTICLE XIV.**

**DISCIPLINE AND DISCHARGE**

**Except for disputes or differences of opinion relating to unpaid suspensions greater than five (5) days or discharge for just cause, discipline shall be in accordance with the rules and regulations of the Board of Fire and Police Commissioners of the City of Moline and shall not be subject to the grievance procedure. Unpaid suspensions greater than five (5) days or discharge shall be for just cause and may be subject to the grievance and arbitration provisions of Article IX at the discretion of the union and involved employee. Discipline and discharge for just cause (including non-disciplinary discharges) shall be in accordance with the rules and regulations of the Board of Fire and Police Commissioners of the City of Moline and shall not be subject to the grievance procedures provided for herein. Grievances concerning discharge and unpaid suspensions greater than five (5) days shall be filed at Step 3 of the grievance procedure within ten (10) calendar days after the employee is notified of discharge or suspension. The city and the union agree the grievance and arbitration procedures in Article IX and the hearing process by the Board of Fire and Police Commissioners of the City of Moline are mutually exclusive and no relief shall be available under the grievance processing and arbitration procedures for any action heard before the Board of Fire and Police Commissioners of the City of Moline. The city and the union agree that the pursuit of a grievance shall act as a specific waiver by the union and the involved employee of the right to challenge the same matter before the Board of Fire and Police Commissioners of the City of Moline and a form containing such a waiver shall be executed by the union and the involved employee before arbitration may be invoked under arbitration procedures of Article IX. Employees initially seeking review by the Board of Fire and Police Commissioners of the City of Moline who subsequently elect to file a grievance within the appropriate time limit may only do so prior to any hearing before the Board of Fire and Police Commissioners of the City of Moline. Employees filing**

**a grievance shall immediately withdraw their requests and waive any and all rights to additional hearing(s) before the Board of Fire and Police Commissioners of the City of Moline.** In no case shall oral or written reprimands be used in calculating an appropriate disciplinary penalty for some new proven cause if an employee has not been the subject of discipline for a period of equal to or greater than four (4) years.

\* \* \* \*

**ARTICLE XVI.**

**HOURS OF WORK**

- A. The average normal workweek shall be 54.15 hours for all employees, **except for the training officer.** The workweek shall consist of a 24 hour on duty day followed by 48 hours off. The hourly rate shall be determined by dividing the employee’s annual salary by 2816 annual hours. The chief scheduling four (4) unpaid Kelly Days per employee per year shall accomplish such hourly reduction. The chief shall assign such Kelly days so that the members of the bargaining unit shall receive 1 Kelly Day every 30th shift, not to exceed four (4) Kelly Days in one (1) calendar year. Once assigned such Kelly Days shall be fully tradable in 24-hour shift day increments among members of the bargaining unit on their assigned shift in accordance with Paragraph D. **Trading Kelly Days shall not create overtime.** Kelly days shall occupy not more than 1 of the 3 slots under Article XXVIII Paragraph D of this agreement.
  
- B. Time and one-half the employee’s regular rate of pay shall be paid for all authorized time worked in excess of twenty-four (24) hours in a workday for those employees assigned to twenty-four (24) hours shifts. Employees assigned to a forty (40) hour work week which includes, but is not limited to training officer and public education coordinator, will be paid time and one-half the employee’s regular rate of pay for all authorized time worked in excess of forty (40) hours in a work week. The city shall maintain an overtime roster which shall run from January 1 to December 31 and shall be zeroed every January 1<sup>st</sup>.
  - 1. In calling in overtime, it will be necessary to note which employee’s absence created the need for overtime and to call in the classification that person was scheduled to fill that day. For the purpose of calling in overtime, employees filling the three (3) allotted leave slots shall not be considered as creating overtime. Only for the purpose of compiling the overtime roster, overtime shall be rounded to the nearest hour worked. Such rounding shall not affect the overtime pay itself.
  - 2. In order to determine which employee’s absence created the need for overtime, the person accepting the call for “leave” (preferably the deputy fire chief, captain positions) will note the date and time the call was received. The latest call received is the position to be filled, if that position drops that shift under the minimum staffing clause.
  - 3. Overtime shall be offered to the most senior employee with the least overtime hours within the classification to be filled. **Overtime does not have to be offered to an employee already committed to another department assignment such as overtime, training, education, state testing, etc.**

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## ARTICLE XVII.

### WAGES AND OTHER COMPENSATION

- A. On the first full payroll period beginning on or after January 1, ~~2010~~ **2012**, the minimum and maximum rates of each classification, excluding the F14-Tier 1 classification, shown on page 1 of Exhibit C shall be increased ~~2.65%~~ **0.00%** as shown on page 2 of Exhibit C and all employees' rates shall receive a ~~2.65%~~ **0.00%** across the board general wage increase (GWI). The minimum annual rate for the F14-Tier 1 classification shall be figured by subtracting \$10,000 from the minimum annual rate of the F14-Tier 2 classification, as shown in Exhibit C. The maximum rates for the F14-Tier 1 classification shall be the same as the maximum rates of the F14-Tier 2 classification.
- B. On the first full payroll period beginning on or after January 1, ~~2011~~ **2013**, the minimum and maximum rates for each classification, excluding the F14-Tier 1 classification, shown on page 2 of Exhibit C shall be increased ~~2.65%~~ **1.00%** as shown on page 3 of Exhibit C and all employees' rates shall receive ~~2.65%~~ **1.00%** across the board general wage increase (GWI). The minimum annual rate for the F14-Tier 1 classification shall be figured by subtracting \$10,000 from the minimum annual rate of the F14-Tier 2 classification, as shown in Exhibit C. The maximum rates for the F14-Tier 1 classification shall be the same as the maximum rates of the F14-Tier 2 classification.
- C. On the first full payroll period beginning on or after January 1, 2014, the minimum and maximum rates for each classification, excluding the F14-Tier 1 classification, shown on page 3 of Exhibit C shall be increased 2.50% as shown on page 4 of Exhibit C and all employees' rates shall receive 2.50% across the board general wage increase (GWI). The minimum annual rate for the F14-Tier 1 classification shall be figured by subtracting \$10,000 from the minimum annual rate of the F14-Tier 2 classification, as shown in Exhibit C. The maximum rates for the F14-Tier 1 classification shall be the same as the maximum rates of the F14-Tier 2 classification.**
- CD.** Payrolls. Payrolls shall be on a biweekly basis and payday shall be the Friday following the end of each payroll period. (First workday prior to Friday, if Friday is a holiday.) Bargaining unit employees may participate in the City optional direct deposit payroll program.
- DE.** Anniversary/Promotion Pay.
1. When employees are promoted to a position in a higher grade, their salary or wage shall be increased to the greater of (1) the minimum rate of pay of the higher pay classification or, (2) in the case of engineers a percentage increase of 5.0%, for lieutenants a percentage increase of 6.5% and for captains a percentage increase of 8.5% added to the employees' rate of pay immediately prior to the promotion. For purposes of anniversary date increases, the date an employee is promoted will become the employee's new anniversary date.

2. The wage of each employee shall be reviewed annually by the department head for the purpose of determining which employees shall receive anniversary date increases. All the personnel records, tardiness, performance and length of service shall be considered in making recommendations, with major emphasis being placed on the evaluation of service rendered. After said review, the department head shall file with the Human Resources Office a Personnel Action Report (PAR) for each employee who has performed satisfactory service. All employees with a satisfactory rating are entitled on their anniversary date of employment to receive an amount equal to a 2.25% wage increase, not to exceed the maximum of the pay range. Unsatisfactory ratings shall prevent or delay, in the designation of the department head, any annual increase except that employees who were hired prior to January 1, 2004 shall not have their anniversary increase denied or delayed on their 9th, 14th, 19th and 24th anniversary date of employment with the City. Except in unusual cases, no employee shall be entitled to more than one annual increase each calendar year. Denial of anniversary increases will be subject to appeal through the grievance procedure. Employees whose wage rates are at or exceed the top of their pay range shall be eligible on their anniversary date to receive a lump sum payment equal to 1.5% of the top rate of their pay range. If an employee's anniversary increase would result in the employee's wage rate exceeding the maximum rate for the classification, then the excess amount over the maximum rate shall be paid in a lump sum.
  
3. Upon completion of probation and receipt of full-time regular appointment, firefighters and paramedics/pre-hospital RNs shall first be brought up to the minimum of the F14-Tier 2 pay classification shown on Exhibit C and then shall be eligible for their first anniversary date increase. The date of permanent appointment shall be considered the anniversary date for purposes of future anniversary date payments in that grade. It is further agreed that, if the city is unable or fails to provide the opportunity for training necessary to obtain certification by the end of the two (2) years from the date of probationary appointment and extends probationary appointment because of said failure or inability and subsequent thereto, the probationary firefighter/paramedic/pre-hospital RN becomes certified and permanently appointed; any anniversary date payment granted shall be commensurate with the anniversary date payment the employee would have attained if the employee had been permanently appointed on the first anniversary of probationary appointment.

(See attached Exhibit C - Pages 1-34)

- EF.** Implementation of Condrey Classification and Compensation Plan. Each employee shall be assigned to a pay range having a minimum and maximum rate as shown on Exhibit C. Current employees with more than one year of service shall be assigned a pay rate between the minimum and maximum of their classification.
- FG.** Retroactive Pay - Wages and promotions and anniversary increases under this article shall be retroactive to the first full pay period beginning on or after January 1, ~~2005~~ **2012**. Such payment shall be made only to those employed as of the date of execution and, in addition, those who retire during the retroactive period.

\* \* \* \*

**ARTICLE XVIII.**

**WORKING OUT OF CLASS**

When an employee in the bargaining unit is assigned to a higher classification, the employee will be paid ~~two and one-half~~ **four and one-half** percent (~~2-1/2%~~ **4-1/2%**) above the employee's regular rate of pay for every hour worked.

\* \* \* \*

**ARTICLE XIX.**

**UNIFORM ALLOWANCE**

Each employee shall receive a uniform allowance at the rate of \$400.00 per fiscal year, which shall be payable bi-annually in the amount of \$200.00 on or before July 1 and the remaining \$200.00 on or before January 1, except as to probationary employees, the first semi-annual payment occurring after probationary appointment shall be pro rata on the basis of the number of shifts worked from the date of probationary appointment to the date of semi-annual payment divided by 61 shifts. Uniform allowance is subject to the following:

1. The city will provide and replace, as needed through damage and fair wear and tear, each employee engaged in fire fighting duties with at least the following: one (1) fire helmet and face shield; one (1) turn-out coat and liner; one (1) pair bunker pants with boots; two (2) pair of gloves; one (1) Nomex hood. **Approved boots purchased by an individual for duty wear will only be reimbursed for replacement at a cost the department would normally pay for department issued boots.**

\* \* \* \*

**ARTICLE XX.**

**SPECIAL DUTY PAY**

D. Training Officer. The training officer shall serve a term of one (1) year, subject to reappointment by the fire chief. The training officer shall be paid at the rate of a captain and shall remain in the bargaining unit. **The training officer will work a forty (40) hour workweek to be determined by the fire chief to facilitate the needs of the department.** The training officer shall be entitled to overtime **for hours worked that exceed forty (40) hours per workweek** based upon said officer's duties and special skills. The training officer shall not be included in shift overtime or special events overtime.

\* \* \* \*

**ARTICLE XXIII.**

**HEALTH BENEFITS AND LIFE INSURANCE**

A. Health Insurance Program. A health insurance, prescription drug, dental benefit and vision benefit program as described in the City of Moline Health Benefit Plan booklet

(hereinafter referred to as “health insurance program”) shall be offered to all permanent employees. The actual plan documents shall be the basis of any final interpretation or eligibility and benefits. Effective January 1, ~~2010~~ **2012**, employees shall pay 20% of the total monthly premium. Effective January 1, ~~2011~~ **2013**, employees shall pay 20% of the total monthly premium. **Effective January 1, 2014, employees shall pay 20% of the total monthly premium.** Refer to Exhibit E. for premium and benefit changes and for premium increases effective on January 1, ~~2010~~ **2012**, and January 1, ~~2011~~ **2013 and January 1, 2014.**

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## **ARTICLE XXIV.**

### **SICK LEAVE**

A. **Sick Leave.** Employees in the bargaining unit shall have the following sick leave and shall accrue the following sick leave:

1. **Sick Leave Bank.** The execution hereof shall not affect sick leave bank authorized on the date of execution and accumulated sick leave on the date of execution hereof shall constitute an employee’s sick leave bank.
2. **Sick Leave Accrual.** Employees in the bargaining unit shall be entitled to and shall accrue from and after the date of execution hereof, the following sick leave per month: employees shall be entitled to and shall accrue 5.216 hours of sick leave per payroll period.
3. **Limits on Accrual.** In order to accrue full sick leave in any payroll period, an employee must work or be on paid leave status or military leave [less than thirty (30) days in duration] for all scheduled hours worked during said period. If an employee is not at work or is not on paid leave status or not on military leave [less than thirty (30) days in duration] for all scheduled hours of work during that payroll period, the employee’s sick leave accrual during said payroll period shall be reduced by the same percentage that the hours not at work and not on paid leave status and not on military leave [less than thirty (30) days in duration] bear to ~~one hundred twelve (112)~~ **one hundred eight and three-tenths (108.3)** hours.

J. **Employees Working a Forty-Hour Workweek.** When an employee’s regular schedule changes from a shift workweek (a 24 hour on duty day followed by 48 hours off) to a 40-hour workweek, said employee’s sick leave hours shall be converted by multiplying all accrued, unused sick leave hours by the conversion rate #1. Conversion rate #1 shall be calculated by dividing 2,080 by the total annual hours worked by employees on shift (24 hour on duty day followed by 48 hours off).

**When an employee’s regular schedule changes from a 40-hour workweek to a shift workweek (a 24 hour on duty day followed by 48 hours off), said employee’s sick leave hours shall be converted by multiplying all accrued, unused sick leave hours by conversion rate #2. Conversion rate #2 shall be calculated by dividing the total**

annual hours worked by employees on shift (24 hour on duty day followed by 48 hours off) by 2,080.

An employee regularly assigned to work a 40-hour workweek shall be entitled to accrue twelve (12) days of sick leave per year, accrued on the basis of 3.693 hours per payroll period.

\* \* \* \*

**ARTICLE XXVIII.**

**VACATION LEAVE**

A. Vacation Accrual. All personnel covered by this agreement, **excluding those working a 40-hour workweek**, shall accrue paid vacation leave as follows:

F. Employees Working a Forty-Hour Workweek. When an employee's regular schedule changes from a shift workweek (a 24 hour on duty day followed by 48 hours off) to a 40-hour workweek, said employee's vacation leave hours shall be converted by multiplying all accrued, unused vacation leave hours by the conversion rate #1. Conversion rate #1 shall be calculated by dividing 2,080 by the total annual hours worked by employees on shift (24 hour on duty day followed by 48 hours off).

When an employee's regular schedule changes from a 40-hour workweek to a shift workweek (a 24 hour on duty day followed by 48 hours off), said employee's vacation leave hours shall be converted by multiplying all accrued, unused vacation leave hours by conversion rate #2. Conversion rate #2 shall be calculated by dividing the total annual hours worked by employees on shift (24 hour on duty day followed by 48 hours off) by 2,080.

An employee regularly assigned to work a 40-hour workweek shall be entitled to accrue paid vacation leave at the rates referenced in Article XXVIII, Paragraph A. multiplied by conversion rate #1 referenced above.

\* \* \* \*

**ARTICLE XXIX.**

**HOLIDAYS**

E. Employees Working a Forty-Hour Workweek. When an employee is regularly assigned to work a 40-hour workweek, said employee shall be entitled to holiday leave with pay for not more than eight (8) hours for each of the holidays specified in Article XXIX, Paragraph A. When said employee changes from a 40-hour workweek to a shift workweek (a 24 hour on duty day followed by 48 hours off), said employee shall not be entitled to compensatory holiday time for holidays that the employee has already received holiday pay.

\* \* \* \*

**ARTICLE XXX.**

**EDUCATIONAL INCENTIVE AND LEAVE**

- C. If the city does not request an employee with seniority to seek additional education or training, but an employee does so and has the prior written approval of the department head, the city shall reimburse the employee for tuition required by a course of study directly related to or required as a part of a course of study directly related to the employee's job duties. The department head shall determine whether said course has the requisite direct relationship and the department head's decision shall not be subject to review or grievance procedure. Reimbursement shall take place upon proof of payment by said employee and by submission within forty-five (45) days of completion of a certificate of satisfactory completion by the instructor (satisfactory completion shall consist of a C or better or its numerical equivalent) **and issuance of state certification where applicable.**

\* \* \* \*

**ARTICLE XXXIII.**

**SAFETY**

- G. Staffing. The city shall assign no less than three (3) employees to each in-service pumper, no less than two (2) employees to each in-service aerial unit, ~~and~~ no less than two (2) employees to each in-service ambulance **and no less than three (3) employees to each in-service quintuple combination pumper ("Quint")**. It is understood, however, that emergency situations may require the staffing of a unit on a temporary basis of fewer staff than required or by the use of administrative staff, provided the city takes prompt action to return that unit to its minimum staffing requirement consistent with current practice.

**The above staffing levels are agreed to by the union in exchange for the city's agreement as to the four (4) items below. The city agrees to the four (4) items below for the period of January 1, 2012 through December 31, 2014 only.**

- 1. The city agrees not to privatize the ambulance service.**
  - 2. The city agrees to keep all four (4) stations open.**
  - 3. The city agrees not to lay off any members of the union.**
  - 4. The city agrees to eliminate no more than five (5) bargaining unit positions in the department through attrition and not to reduce the rank of current employees as part of staff reduction measures.**
1. The city reserves the right to determine the number of stations, the total staffing of the department and the number of apparatus used by the department; however, if the city closes a station or stations on a temporary or permanent basis, the following shall apply to any station closing:
    - a. No employee shall suffer a loss of rank or pay as a result of a station closing.
    - b. The city shall assign such an employee to a station where a permanent or temporary vacancy exists in the employee's rank, notwithstanding the provisions

of Article XVI, B. or Article XVIII, A.; otherwise, the city shall assign such an employee to whatever duties are available in the fire department.

- c. Any excesses in the authorized personnel within a classification shall be reduced through attrition rather than a reduction in force within the classification affected.

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## **ARTICLE XLI.**

### **TERM OF THE AGREEMENT**

This agreement shall be effective January 1, ~~2010~~ **2012**, and shall remain in full force and effect until December 31, ~~2011~~ **2014**. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided. Should either party desire to modify or terminate this agreement, said party must notify the other party in writing at least ninety (90) calendar days before the terminating hereof and present its demands in writing at the time of said negotiation. The parties shall commence negotiations within thirty (30) days after receipt of said notification.

**EXHIBIT C**

Page 1 of 34

**IAFF Pay Plan**

Effective January 2, 2011

2.65% GWI

Grade		Minimum	Maximum
14-Tier 1	A	36,020.86	70,026.60
(F14-Tier 1)	H	12.7915	24.8674
14-Tier 2	A	46,020.76	70,026.60
(F14-Tier 2)	H	16.3426	24.8674
16	A	50,737.28	77,203.46
(F16)	H	18.0175	27.4160
18	A	55,938.43	85,116.98
(F18)	H	19.8645	30.2262
20	A	61,671.81	93,841.51
(F20)	H	21.9005	33.3244

**EXHIBIT C**

Page 2 of 34

**IAFF Pay Plan**

Effective January 1, 2012

0.00% GWI

Grade		Minimum	Maximum
14-Tier 1	A	36,020.86	70,026.60
(F14-Tier 1)	H	12.7915	24.8674
14-Tier 2	A	46,020.76	70,026.60
(F14-Tier 2)	H	16.3426	24.8674
16	A	50,737.28	77,203.46
(F16)	H	18.0175	27.4160
18	A	55,938.43	85,116.98
(F18)	H	19.8645	30.2262
20	A	61,671.81	93,841.51
(F20)	H	21.9005	33.3244

**EXHIBIT C**

Page 3 of 34

**IAFF Pay Plan**

Effective January 13, 2013

1.00% GWI

Grade		Minimum	Maximum
14-Tier 1	A	36,481.00	70,726.94
(F14-Tier 1)	H	12.9549	25.1161
14-Tier 2	A	46,480.90	70,726.94
(F14-Tier 2)	H	16.5060	25.1161
16	A	51,244.72	77,975.60
(F16)	H	18.1977	27.6902
18	A	56,497.69	85,968.26
(F18)	H	20.0631	30.5285
20	A	62,288.51	94,779.80
(F20)	H	22.1195	33.6576

**EXHIBIT C**

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**IAFF Pay Plan**

Effective January 12, 2014

2.50% GWI

Grade		Minimum	Maximum
14-Tier 1	A	37,643.16	72,495.10
(F14-Tier 1)	H	13.3676	25.7440
14-Tier 2	A	47,643.06	72,495.10
(F14-Tier 2)	H	16.9187	25.7440
16	A	52,525.72	79,925.12
(F16)	H	18.6526	28.3825
18	A	57,910.20	88,117.43
(F18)	H	20.5647	31.2917
20	A	63,845.76	97,149.18
(F20)	H	22.6725	34.4990

**EXHIBIT E - Health Benefit Plan**

Page 1 of 2

The city shall maintain its present health benefit plan for employees and dependents during the term of the agreement. The actual plan documents, as amended, shall be the basis of any final interpretation of the health benefit plan.

Employees shall have the option to elect not to be covered under the city's health insurance program provided they give written notice two (2) weeks prior to the first payroll period of a month.

PREMIUM EFFECTIVE JANUARY 1, 2012

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/12
Single - Active	\$424.26	\$106.06	\$530.32
Family - Active	\$1,107.34	\$276.83	\$1,384.17
R <65 >50	\$424.26	\$106.06	\$530.32
R >65	\$0.00	\$276.82	\$276.82
R <50	\$0.00	\$530.32	\$530.32
R <65 >50 & D <65	\$424.26	\$959.91	\$1,384.17
R <50 & D <65	\$0.00	\$1,384.17	\$1,384.17
R <65 >50 & D >65	\$424.26	\$382.90	\$807.16
R >65 & D <65	\$0.00	\$1,130.65	\$1,130.65
R & D >65	\$0.00	\$553.67	\$553.67

Effective January 1, ~~2010~~ 2012, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, ~~2010~~ 2012 will be 0% over the prior year.

**EXHIBIT E - Health Benefit Plan**

Page 2 of 2

PREMIUM EFFECTIVE JANUARY 1, 2013

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/13
Single - Active	\$428.50	\$107.12	\$535.62
Family - Active	\$1,118.41	\$279.60	\$1,398.01
R <65 >50	\$428.50	\$107.12	\$535.62
R >65	\$0.00	\$279.59	\$279.59
R <50	\$0.00	\$535.62	\$535.62
R <65 >50 & D <65	\$428.50	\$969.51	\$1,398.01
R <50 & D <65	\$0.00	\$1,398.01	\$1,398.01
R <65 >50 & D >65	\$428.50	\$386.73	\$815.23
R >65 & D <65	\$0.00	\$1,141.96	\$1,141.96
R & D >65	\$0.00	\$559.21	\$559.21

Effective January 1, ~~2011~~ **2013**, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, ~~2011~~ **2013** will be ~~0%~~ **1%** over the prior year.

**PREMIUM EFFECTIVE JANUARY 1, 2014**

**Effective January 1, 2014, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, 2014 is capped at 15% over the prior year. At no time will the New Rate Total health insurance premiums paid by IAFF employees and retirees be higher than any other City bargaining unit.**

**LETTER OF UNDERSTANDING**

The City of Moline, Illinois, (City) and the International Association of Firefighters (IAFF), Local #581 have met, discussed and agreed to the following:

1. That during the negotiations which resulted in a labor agreement executed in May 2012, effective January 1, 2012 through December 31, 2014, in exchange for certain other contract terms, the City agreed to not lay off any members of the union for the period of January 1, 2012 through December 31, 2014 only; and
2. That the Union is concerned with the enforcement of the above mentioned no layoffs provision; and
3. That the City and the Union agree that alleged violations of Article XXXIII, Paragraph G, Subpart 3 are subject to Article IX, Grievance Procedure, notwithstanding Article IX, Subpart A; and
4. That the actions taken here do not create a past practice of any kind and that this Letter of Understanding shall not survive or extend beyond the term of this Labor Agreement and all parties expressly agree that this Letter of Understanding shall not constitute a past practice of any kind nor have any precedential value to any other case arising under the terms of the Labor Agreement nor shall it be evidence of same in any interest arbitration, save the enforcement of the terms this Letter of Understanding.

The parties hereto have caused their duly authorized agents to sign this Letter of Understanding this \_\_\_\_\_ day of May, 2012.

**IAFF, Local #581**

**City of Moline, Illinois**

By: \_\_\_\_\_  
Brian D. Vyncke, President

By: \_\_\_\_\_  
Lewis J. Steinbrecher, City Administrator

By: \_\_\_\_\_  
John S. Heller, Vice President

By: \_\_\_\_\_  
Alison M. Fleming, Human Resources Manager

*Approved as to form:*

By: \_\_\_\_\_  
Maureen E. Riggs, City Attorney

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Sec. 20-5128, "IMPOUNDMENT FOR UNPAID VIOLATIONS," by repealing subsection (h) in its entirety and enacting in lieu thereof one new subsection (h) relating to the same subject matter.

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, Sec. 20-5128, "IMPOUNDMENT FOR UNPAID VIOLATIONS," by repealing subsection (h) in its entirety and enacting in lieu thereof one new subsection (h) relating to the same subject matter, which shall read as follows:

**"ARTICLE V. STOPPING, STANDING AND PARKING**

**DIVISION 1. IN GENERAL**

**SEC. 20-5128. IMPOUNDMENT FOR UNPAID VIOLATIONS.**

\* \* \* \* \*

(h) The fee for impoundment by immobilization shall be one hundred dollars (\$100.00), and the fee for impoundment by towing shall be as follows:

- (1) Forty Dollars (\$40.00) for vehicles less than one ton;
- (2) Seventy -Five Dollars (\$75.00) for vehicles of one (1) ton weight or more;
- (3) Plus Twenty Dollars (\$20.00) additional towing fee if a dollie is used for an immobile vehicle;
- (4) Plus Forty Dollars (\$40.00) per one-half hour of use of a small wrecker in an extraordinary event requiring additional equipment;
- (5) Plus Seventy-Five Dollars (\$75.00) per hour of use of a medium wrecker in an extraordinary event requiring additional equipment;
- (6) Plus ninety dollars (\$90.00) per hour of use of a large wrecker in an extraordinary event requiring additional equipment. Oxygen demand index

\* \* \* \* \*

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

City Clerk

Approved as to Form:

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